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No. 52] NEW DELHI, SATURDAY, DECEMBER 24, 1960/PAUSA 3, 1882

NOTICE

The undermentioned Gazettes of India Extraordinary were published upto the 17th December, 1960 :—

Issue No.	No. and date	Issued by	Subject
253	S. O. 2995, dated 13th December, 1960.	Ministry of Information and Broadcasting.	Approval of film specifie therein.
254	S. O. 3033, dated 14th December, 1960.	Ministry of Labour and Employment.	Appointing for one month Shr G. S. Ahluwalia, Dy. Chairman, Dock Labour Board, Calcutta, as a conciliation officer for iron ore mines in Bihar.
255	S. O. 3034, dated 17th December, 1960.	Ministry of Finance.	Order of moratorium in respect of Kottayam Orient Bank Ltd., Kottayam.
	S. O. 3035, dated 17th December, 1960.	Do.	Order of moratorium in respect of Bank of New India Ltd., Trivandrum.
	S. O. 3036, dated 17th December, 1960.	Do.	Order of moratorium in respect of Seasia Midland Bank Ltd., Alleppy.
	S. O. 3037, dated 17th December, 1960.	Do.	Order of moratorium in respect of Venadu Bank Ltd., Pulincunnoo.
	S. O. 3038, dated 17th December, 1960.	Do.	Order of moratorium in respect of Travancore Forward Bank Ltd., Kottayam.

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

PART II—Section 3—Sub-section (ii)

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administrations of Union Territories).

ELECTION COMMISSION, INDIA

New Delhi, the 19th December 1960

S.O. 3040.—In exercise of the powers conferred by sub-section (1) of section 22 of the Representation of the People Act, 1951, the Election Commission hereby cancels its notification No. 434/MT/60(1) dated the 29th October, 1960, published in the Gazette of India Part II—Section 3—Sub-section (ii)—No. 45, dated the 5th November, 1960.

[No. 434/MT/60(1).]

By order,

S. C. ROY, Secy.

MINISTRY OF HOME AFFAIRS

New Delhi, the 13th December 1960

S.O. 3041.—In exercise of the powers conferred by sub-section (2) of section 16 of the Central Reserve Police Force Act, 1949 (46 of 1949), and in supersession of the notification of the Government of India in the late Ministry of States No. 60-D, dated the 3rd June, 1950, the Central Government hereby invests—

(i) the Commandant for the time being with the ordinary powers of a Magistrate of the first class specified in Part A of Schedule I hereto annexed and also the additional powers, being the powers with which a Magistrate of the first class may be invested during the Code of Criminal Procedure, 1898 (5 of 1898), specified in Part B of the said Schedule, and

(ii) each of the Assistant Commandants for the time being with the ordinary powers of a Magistrate of the second class specified in Part A of Schedule II hereto annexed and also the additional powers, being powers with which a Magistrate of the second class may be invested under the said Code, specified in Part B of the said Schedule,

for the purpose of inquiring into and trying and such offence as is mentioned in the said sub-section.

SCHEDULE I

Part A

1. The Ordinary powers of a Magistrate of the second class specified in Schedule III of the Code of Criminal Procedure, 1898 (5 of 1898).
2. Power to issue search warrant otherwise than in course of an inquiry.
3. Power to issue search warrant for discovery of person wrongfully confined.
4. Power to commit for trial.
5. Power to stop proceedings when no complainant.
6. Power to tender pardon to accomplice during inquiry into case by himself.
7. Power to take evidence on commission.
8. Power to recover penalty on forefeited bond.
9. Power to require fresh security.
10. Power to recall case made over by him to another Magistrate.
11. Power to make order as to first offenders.

Part B

1. Power to take cognizance of offences upon complaint.
2. Power to take cognizance of offences upon police reports.
3. Power to take cognizance of offences without complaint.
4. Power to sell property alleged or suspected to have been stolen, etc.,
5. Power to transfer cases.

SCHEDULE II

Part A

1. The ordinary powers of a Magistrate of the third class specified in Schedule III of the Code of Criminal Procedure, 1898 (5 of 1898).
2. Power to order the police to investigate an offence in cases in which the Magistrate has jurisdiction to try or commit for trial.
3. Power to postpone issue of process and to inquire into a case or direct investigation.

Part B

1. Power to take cognizance of offences upon complaint.
2. Power to take cognizance of offences upon police reports.
3. Power to make order as to first offenders.

[No. F. 19/86/59-P.II.]

N. N. TANDON, Under Secy.

MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 19th December 1960

S.O. 3042.—In pursuance of clause (a) of Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorise the Press Attache in the Information Service of India, Istanbul to perform the duties of a Consul with immediate effect.

[No. F. 6(1)-Cons/60.]

P. H. DESAI, Under Secy.

MINISTRY OF FINANCE

(Department of Expenditure)

New Delhi, the 12th December 1960

S.O. 3043—In pursuance of clause (3) of article 77 of the Constitution and of all other powers enabling him in this behalf, the President is pleased to make the following amendment in the Delegation of Financial Powers Rules, 1958 (Published as S.O. 2614 in the Gazette of India, dated the 20th December, 1958).

Amendment No. 82

In Schedule I to the Rules, under "S-Ministry of Transport and Communications (Department of Transport)" insert the following:—

"7-Principal Officers, Mercantile Marine Department, Bombay, Calcutta and Madras."

(This amendment takes effect from the 1st October, 1960).

[No. 19(23)-E.II(A)/60.]

C. R. KRISHNAMURTHI, Dy. Secy.

(Department of Economic Affairs)

New Delhi, the 13th December 1960

S.O. 3044.—Statement of the Affairs of the Reserve Bank of India, as on the 9th December, 1960.

BANKING DEPARTMENT

Liabilities	Rs.	Assets	Rs.
Capital paid up	5,00,00,000	Notes	12,16,30,000
Reserve Fund	80,00,00,000	Rupee Coin	2,02,000
National Agricultural Credit (Long-term Operations) Fund	40,00,00,000	Subsidiary Coin	7,39,000
National Agricultural Credit (Stabilisation) Fund	5,00,00,000	Bills Purchased and Discounted :—	
		(*a*) Internal	..
		(*b*) External	..
		(*c*) Government Treasury Bills	19,97,25,000
Deposits :—			
(*a*) Government			
(1) Central Government	50,82,91,000	Balances held abroad*	24,61,23,000
(2) Other Governments	13,24,26,000	Loans and Advances to Governments**	40,39,74,000
(*b*) Banks	93,22,38,000	Other Loans and Advances†	124,62,01,000
(*c*) Others	90,06,95,000	Investments	193,85,84,000
Bills Payable	24,21,95,000	Other Assets	16,10,86,000
Other Liabilities	30,24,19,000		
RUPEES	431,82,64,000	RUPEES	431,82,64,000

*Includes Cash & Short-term Securities.

**Includes Temporary Overdrafts to State Governments.

†The item 'Other Loans and Advances' includes Rs. 3,99,00,000/- advanced to scheduled banks against usance bills under Section 17 (4) (*c*) of the Reserve Bank of India Act.

Dated the 14th day of December, 1960.

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 9th day of December 1960.

ISSUE DEPARTMENT

Liabilities	Rs.	Rs.	Assets	Rs.	Rs.
Notes held in the Banking Department	12,16,30,000		A. Gold Coin and Bullion :— (a) Held in India	117,76,03,000	
Notes in circulation	1862,72,20,000		(b) Held outside India	..	
Total Notes issued		1874,88,50,000	Foreign Securities	128,00,89,000	
			TOTAL OF A		245,76,92,000
			B. Rupee Coin		127,06,01,000
			Government of India Rupee Securities		1502,05,57,000
			Internal Bills of Exchange and other commercial paper		..
TOTAL LIABILITIES		1874,88,50,000	TOTAL ASSETS		1874,88,50,000

Dated the 14th day of December, 1960.

H. V. R. IENGAR,
Governor.

[No. F3 (2)-BC/60.]

A. BAKSI, Jt. Secy.

(Department of Economic Affairs)

New Delhi, the 15th December 1960

S.O. 3045.—In exercise of the powers conferred by sub-section (2) of section 45 of the Banking Companies Act, 1949, the Central Government hereby extends the period of moratorium granted by it in respect of the Indo-Commercial Bank Ltd., Mayuram, under the aforesaid sub-section up to and including the 24th day of January, 1961.

[No. F.4(21)-BC/60(II).]

R. K. SESHADRI, Dy. Secy.

(Department of Economic Affairs)

(Office of the Controller of Capital Issues)

New Delhi, the 13th December 1960

S.O. 3046.—In exercise of the powers conferred by sub-section (1) of section 6 of the Capital Issues (Control) Act, 1947 (29 of 1947), the Central Government hereby exempts the Industrial Credit and Investment Corporation of India Limited from the provisions of sections 3 and 5 of the said Act in respect of the bonds of the value not exceeding the equivalent of $ 20,000,000 (twenty million dollars) executed and delivered by the said Corporation to or on the order of the International Bank for Reconstruction and Development in terms of the Loan Agreement, dated the 28th October, 1960, entered into between the said two parties.

[No. R.487-CCI/60-4928.]

A. BAKSI,
Controller of Capital Issues.

(Department of Revenue)

INCOME-TAX

New Delhi, the 20th December 1960

S.O. 3047.—In exercise of the powers conferred by sub-section (2) of Section 5 of the Indian Income-tax Act, 1922 (11 of 1922), the Central Government is pleased to appoint Shri V. Gopinathan as Commissioner of Income-tax.

This notification shall take effect from the 6th December, 1960, (forenoon).

[No. 106 (F. No. 55/1/60-IT).]

D. V. JUNNARKAR, Under Secy.

CENTRAL BOARD OF REVENUE

INCOME-TAX

New Delhi, the 20th December 1960

S.O. 3048.—In exercise of the powers conferred by sub-section (2) of Section 5 of the Indian Income-tax Act, 1922 (11 of 1922), and in partial modification of all previous notifications on the subject the Central Board of Revenue hereby directs that with effect from the 6th December, 1960, (forenoon) Shri V. Gopinathan a Commissioner of Income-tax, shall perform all the functions of Commissioner of Income-tax in respect of such areas or of such persons or classes of persons or such incomes or classes of incomes or such cases or classes of cases as are comprised in the Income-tax Circles, Wards or Districts in the State of Uttar Pradesh.

Provided that he shall also perform his functions in respect of such persons or of such cases as have been or may be assigned by the Central Board of Revenue to any Income-tax Authority subordinate to him.

Provided further that he shall not perform his functions in respect of such persons or such cases as have been or may be assigned to any Income-tax Authority outside his jurisdictional area.

While performing the said functions the said Shri Gopinathan shall be designated as the Commissioner of Income-tax, Uttar Pradesh, with headquarters at Lucknow.

Explanatory Note

NOTE.—The amendments have become necessary due to a change in the incumbent of Commissioner's post.

(The above note does not form a part of the notification but is intended to be merely clarificatory).

[No. 107(F. No. 55/1/60-IT).]

D. V. JUNNARKAR, Under Secy.

CENTRAL EXCISE COLLECTORATE, BARODA

CENTRAL EXCISE

MANUFACTURED PRODUCTS

Baroda, the 17th October 1960

S.O. 3049—In exercise of the powers conferred on me under Rule 5 of the Central Excise Rules, 1944, I empower the officers of Central Excise Collectorate, Baroda, not below the rank specified in column 1 of the sub-joined table, to exercise, within their respective jurisdictions, the powers of "Collector" under the Rules enumerated in column 2 of the sub-joined table :—

Rank of the Officer	Central Excise Rule	Limitations, if any
1	2	3
Superintendent	96-O(2) 96-O(4)	(*i*) Cases falling under Rule 96-O(3) shall be referred to the Collector. (*ii*) Powers under rule 96-O(4) shall be exercised only in respect of cases where the delay in presenting the ASP. is not more than 15 days over the statutory period. Where the delay is more than 15 days the Superintendents should report full facts of the case to the Assistant Collector, who after considering the merits of the case, may either direct the Superintendent to condone the delay or may order withholding of the permission.
Superintendent	96-Q(2)	(*i*) In case of filing of monthly AR7 and/or making monthly deposits to condone delays upto 5 days. (*ii*) In case of filing of weekly AR7 applications and/or making weekly deposits to condone delays upto 2 days. (*iii*) If the delay is more than the period specified in (*i*) & (*ii*) above, the case shall be reported to the Assistant Collector for action under rule 96-S-

2. The Collectorate Central Excise M.P. Notification No. 2/60 dated 19-3-60 is hereby rescinded.

[No. 5/60.]

R. PRASAD, Collector.

OFFICE OF THE ASSISTANT COLLECTOR OF CENTRAL EXCISE & LAND CUSTOMS, SILCHAR

NOTICE

Silchar, the 24th December, 1960

S.O. 3050.—It is hereby notified that the goods mentioned in the schedule below were seized on 11th June 1960 at Motor Stand, Agartala, under the jurisdiction of Agartala P.S., as those contravened Section 5 of the I.C. Act, 1924, Sec. 19 of the Sea Customs Act, 1878 and Sec. 3(1) of the Imports & Exports (Control) Act, 1947. The goods were found contained in a packet booked under consignment note No. 10433 dated 10th June 1960 of M/s. Airlink, Agartala by one Shri S. K. Adhi of Agartala to self at Karimganj. Shri Adhi could not be traced out at Agartala. The goods are liable to be confiscated and the case will be adjudicated on the merit of case unless the lawful claimant produces evidence sufficient to establish his claim to the undersigned within 15 days from the date of publication of this notice.

SCHEDULE

Description	Quantity	Value inclusive of duty.
1. Indenthrine Brilliant green FFB (Germany)	12 lbs.	Rs. 1200·00 nP.
2. Green Powder	5 lbs.	Rs. 500·00 nP.
3. Paper Packages	3 lbs.	Rs. 300·00 nP.

[No. 5/C/AG-I/LC/60/14564.]

N. K. BHATTACHARJEE, Assistant Collector.

MINISTRY OF COMMERCE AND INDUSTRY

New Delhi, the 15th December 1960

S.O. 3051.—On his appointment as Tea Adviser with the rank of Commercial Counsellor in the High Commission for India in the U.K., Shri B. R. Vohra, IAS, relinquished charge of the office of Deputy Chairman, Tea Board, Calcutta with effect from the afternoon of the 6th October 1960.

[No. 1(64) Plant (A)/60.]

B. KRISHNAMURTHY, Under Secy.

ORDERS

New Delhi, the 17th December 1960

S.O. 3052/IDRA/18G/45/60.—In exercise of the powers conferred by Section 18G of the Industries (Development and Regulation) Act, 1951 (65 of 1951), the Central Government hereby makes the following Order to amend the Cement Control Order, 1958, namely:—

1. This Order may be called the Cement Control (Sixth Amendment) Order, 1960.
2. In the Schedule to the Cement Control Order, 1958—
   (1) for the entry against serial No. 3, the following entry shall be substituted, namely:—

Name of producer	Price per Metric Tonne
"3. M/s. Jaipur Udyog Ltd., Sawai Madhopur.	58·04 (58·34)";

(2) at the end, the following note shall be inserted, namely:—

"NOTE.—The price specified within brackets against serial No. 3 above is the price per British Ton for the period beginning from the 1st January, 1960, and ending on the 30th September, 1960".

[No. Cem-8(48)/60.]

S.O. 3053/IDRA/18G/44/60.—In exercise of the powers conferred by sub-section (1) of section 25 of the Industries (Development and Regulation) Act, 1951, (65 of 1951), the Central Government hereby directs that the powers exercisable by it under section 18G of the said Act, shall, in relation to the control of supply, distribution and price of cement in the State of Madhya Pradesh, be exercisable also by the State Government of Madhya Pradesh subject to the conditions that:—

(1) the said powers shall be exercised by the State Government with the prior concurrence of the Central Government, and

(2) no order made by the State Government in exercise of the powers so delegated shall have effect in so far as such order is repugnant to any order made by the Central Government under the said section 18G.

[No. Cem. 15(1)/60.]

M. L. GUPTA, Under Secy.

ORDER

New Delhi, the 19th December 1960

S.O. 3054/IDRA/6/7.—In exercise of the powers conferred by section 6 of the Industries (Development and Regulation) Act, 1951 (65 of 1951), read with Rules 4 and 5 of the Development Councils (Procedural) Rules, 1952, the Central Government hereby appoints Dr. H. R. Nanji, as the Chairman of the Development Council established by the Order of the Government of India in the Ministry of Commerce and Industry Order No. S.O. 1607, dated the 7th July, 1959 for the scheduled industries engaged in the manufacture and production of Drugs and Pharmaceuticals till the 6th July, 1961 and directs that the following amendments shall be made in the said Order, namely:—

In paragraph 1 of the said Order

1.	*For*	1.	Dr. K. Venkataraman, Director, National Chemical Laboratory, Poona.	Technical Knowledge	Chairman
	Read	1.	Dr. H. R. Nanji, Meher House, 15, Cawasji Patel Street, Bombay-1.	Technical Knowledge	Chairman

2. Entry No. 8 relating to Dr. H. R. Nanji shall be deleted.

[No. 4(2)IA(IV)/59.]

D. HEJMADI, Dy. Secy.

CORRIGENDUM

New Delhi, the 15th December 1960

S.O. 3055.—In the Ministry of Commerce and Industry Order No. 2877, dated the 28th November, 1960 published in Part II, Section 3, sub-section (ii) of the Gazette of India, dated the 3rd December, 1960:—

1.	*For*	2. Shri Navnitlal M. Shah, Atul Drug House (P) Ltd., M.J. Building, 12, Champa Street, Bombay-2.	Owners
	Read	2. Shri Navnitlal M. Shah, Atul Drug House (P) Ltd., 85, Dr. Annie Besant Road, Worli, Bombay-18.	Owners
2.	*For*	9. Mr. R. O. Jackson, Burmah Shell Oil Storage & Distribution Co. India, Burmah Shell House Ballard Estate, Bombay-1.	Owners
	Read	9. Mr. R. O. Jackson, Burmah Shell House, Connaught Circus, New Delhi-1.	Owners

[No. 1(3)IA(IV)/60.]

S. V. R. CHARI, Under Secy.

Bombay, the 6th December 1960

S.O. 3056.—In exercise of the powers conferred on me by clause 20 of the Cotton Control Order, 1955 and with the previous sanction of the Central Government, I hereby direct that the following further amendment shall be made in the Textile Commissioner's Notification No. S.R.O. 1104, dated 28th April, 1956, namely:—

In the Schedule appended to the said Notification, in column 2, against serial No. 2A after item (v), the following shall be added, namely:—

"(vi) Directors, Deputy Directors and Assistant Directors, Regional Offices of the Textile Commissioner at Bombay, Ahmedabad, Kanpur, Calcutta, Madras and Coimbatore."

Sd./- W. R. NATU,
Textile Commissioner.

[No. 24(2)-Tex(A)/60-6.]
R. N. KAPUR, Under Secy.

New Delhi, the 24th December 1960

(Office of the Textile Commissioner)

Bombay, the 24th October 1960

S.O. 3057.—In pursuance of Sub-clause (d) of clause 2 of the Cotton Textiles (Production by Handlooms) Control Order, 1956, I hereby direct that the following further amendments shall be made in the Textile Commissioner's Notification No. SRO. 1589 dated the 23rd June, 1956, namely:—

2. In the table appended to the said Notification.

I. For the existing S. No. 11, the following shall be substituted:—

11.	Director of Industries Tripura.	

II. For existing S. No. 13, the following shall be substituted:

13.	(i) Director of Textiles. ii) Deputy Director of Textiles. iii) Technical officers (Textiles). iv) Sub-divisional controllers of Food & Supplies West Bengal.	West Bengal.

iv) For existing S. No. 24, the following shall be substituted:

24.	(i) Handloom Development Officer. ii) Deputy Registrars of Coop. Societies. iii) Co-operative Sub-Registrars. iv) All Senior Inspectors and Handloom Inspectors in charge of Supervision of weavers' coop. societies.	Andhra Pradesh.

III. Entry, No. 16 shall be deleted.

v) For existing S. No. 25, the following shall be substituted:—

25.	(i) Joint Director, Rural Industrialisation. ii) Deputy Director, Handloom, Development schemes. iii) Assistant Director, Textiles iv) Assistant Director, Handlooms. v) Assistant Director of Industries and Commerce in charge of:	Mysore.
	1) Bangalore Rural 2) Bangalore Urban 3) Mangalore 4) Mysore 5) Chitaldurg 6) Mandya 7) Hassan and Coorg (Headquarters Hassan) 8) Shimoga and Chickmangalur (Headquarters Shimoga) 9) Kolar 10) Bijapur 11) Dharwar 12) Bellary 13) Raichur 14) Belgaum 15) Gulbarga and Bidar (Headquarters Gulbarga) 16) Karwar 17) Tumkur	Mysore.

W. R. NATU, Textile Commr.

(Indian Standards Institution)

New Delhi, the 16th December, 1960

S. O. 3058.—In pursuance of regulation 4 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that amendments to the Indian Standards given in the Schedule here to annexed have been issued under the powers conferred by sub-regulation (1) of regulation 3 of the said regulations.

THE SCHEDULE

Sl. No.	No. & Title of Indian Standard amended	No. & date of Gazette Notification in which the establishment of the Indian Standard was notified	No. & date of the Amendment	Brief particulars of the Amendment	Date of effect of the Amendment
(1)	(2)	(3)	(4)	(5)	(6)
1	IS : 706-1955 Specification for AC Mains-Operated Community Radio Receivers (Tentative).	S.R.O. 1172] dt. 4-6-55	Amendment No. 5 November 1960	A note has been added at the end of sub-clause 5.2.3.	1 January 1961
2	IS : 877-1956 Methods of Sampling and Test for Activated Carbon used for Decolourizing Vegetable Oils and Sugar Solutions.	S.R.O. 2677 dt. 17-11-56	Amendment No. 1 December 1960	(i) In clause 0·5, lines 5 to 10, the third and the fourth sentences have been deleted. (*ii*) In sub-clause 3·3·1, line 8, please substitute 'one kilogram' for '1 kg (or 2 lb)'. (*iii*) In sub-clause 3·3·2, line 2, please substitute '250g' for '250g (or 8·0 oz)'. (*iv*) In sub-clause 14·1·3, lines 1 & 2 please substitute '23 cm' for '23 cm (or 9 in.)'. (*v*) In sub-clause 14·2·1, the existing heading of the sub-clause has been deleted and substituted by 'Alkali Refined Cottonseed Oil'.	1 January 1961

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(1)	(2)	(3)	(4)	(5)	(6)
				(*vi*) In Note, existing below clause 14·2·1, lines 1 & 3, please substitute 'cotton-seed oil' for 'groundnut oil'. (*vii*) In clause 15·1, line 2 please substitute '0·5kg' for '0·5 kg (or 1 lb)'. (*viii*) In existing clause 15·2, line 8, and clause 15·3, last line, please substitute '13-mm cell' for '15 mm cell'.	
3	IS : 1006-1957 Specification for Arrowroot Starch.	S.R.O. 50 dt. 4-1-58	Amendment No. 1 November 1960	(*i*) In existing clause 0·6, line 8, please delete the word 'principally'. (*ii*) In existing clause 0·6, the last two sentences have been deleted. (*iii*) In existing clause A-3·1, line 4 '0·75 kg (or 1·5 lb)' has been deleted and substituted by 'one kilogram'. (*iv*) In existing clause A-3·1, line 7 please add the word 'approximately' in between the words 'three' and 'equal'. (*v*) In existing clause A-3·2, line 2, '0·25 kg (or 0·5 lb)' has been deleted and substituted by '0·3 kg'. (*vi*) In existing clause F-1·1, line 2, '0·51 mm (or 0·020 in., 25 SWG)' has been deleted and substituted by '(0·5 mm)'.	1 January 1961
4	IS : 1007-1957 Specification for Custard Powder.	S.R.O. 3809 dt. 30-11-57	Amendment No. 1 November 1960	(*i*) In existing clause 0·6, the last two sentences have been deleted. (*ii*) In existing clause A-3·1, line 4, '(or 6 oz)' has been deleted. (*iii*) In existing clause A-3·1, line 7 please add the word 'approximately' in between the words 'three' and 'equal'. (*iv*) In existing clause A-3·2, line 2, '(or 2 oz)' has been deleted.	1 January 1961

			(v) In existing clause B-1·1, line 2, '0·51 mm (or 0·020 in., 25 SWG)', has been deleted, and substituted by '0·5 mm'.
5. IS : 1068-1958 Specification for Copper, Nickel and Chromium Electroplated Coatings.	S.O. 350 dt. 14-2-59	Amendment No. 1 Lt. November 1960	(i) Please add the following at the end of the existing sub-clause 1·1·1 : "nor does it cover platings on threaded components." (ii) In existing sub-clause 4·2·2·1 the existing values have been deleted and substituted by the following : Grade — Period of Exposure (hours) A . . . . 96 B . . . . 48 C . . . . 16 (iii) Under the existing clause D-2·1 the following Note has been introduced : 'Note—In certain special circumstances such as Defence purposes, the test may be required to be carried at a temperature of 32° to 35°C.'

Copies of these amendment slips are available, free of cost, with the Indian Standards Institution, "Manak Bhavan", 9, Mathura Road, New Delhi-1, and also at its Branch Offices at (i) 232, Dr. Dadabhoy Naoroji Road, Fort, Bombay-1, (ii) P-11, Mission Row Extension, Calcutta-1 and (iii) 2/21, First Line Beach, Madras -1.

[No. MD/13 : 5]

S.O. 3059.—In pursuance of sub-regulations (2) and (3) of regulation 3 of the Indian Standard Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed, have been established during the period 1 December to 15 December 1960.

THE SCHEDULE

Sl. No.	No. and title of the Indian Standard established	No. and title of the Indian Standard or Standards, if any, superseded by the new Indian Standard	Brief Particulars
(1)	(2)	(3)	(4)
1.	IS: 2-1960 Rules for Rounding Off Numerical Values (Revised)	IS: 2—1949 Rules for Rounding Off Numercial Values	This standard prescribes rules for rounding off numerical values for the purpose of reporting results of a test, an analysis, a measurement or a calculation, and thus assisting in drafting specifications. It also makes recommendations as to the number of figures that should be retained in course of computation. (Price Rs. 2·50)
2.	IS: 190-1960 Specification for Coniferous Sawn Timber Intended for Further Conversion (*Second Revision*)	IS: 190-1953 Specification for Coniferous Sawn Timber Intended for Further Conversion, (*Revised*)	This specification covers the requirements of three grades of coniferous sawn timber intended for further conversion, namely, Special Grade, Grade 1 and Grade 2. (Price Rs. 2·00)
3.	IS: 1391-1960 Specification for Room Air-Conditioners	..	This standard prescribes constructional and performance requirements and methods for establishing ratings of room air-conditioners of all types which operate non-frosting when cooling and dehumidifying at standard rating conditions. (Price Rs. 4·00).
4.	IS: 1396-1960 Specification for Blotting Paper	..	This standard prescribes the requirements and methods of test for blotting paper as a stationery item used for absorbing ink. (Price Re. 1·00)
5.	IS: 1435-1960 Specification for Platform Weighing Machines	..	This standard covers the requirements for platform weighing machines. (Price Rs. 2·00)
6.	IS: 1466-1960 Specification for Ferro Vanadium	..	This standard covers requirements for three grades of ferro vanadium commonly used in the iron and steel industry. (Price Re. 1·00)
7.	IS: 1470-1960 Specification for Silico Manganese	..	This standard covers requirements for one grade of silico manganese commonly used in the iron and steel industry. (Price Re. 1·00)

(1)	(2)	(3)	(4)
8.	IS: 1577-1960 Specification for Cigarettes (From Indian Tobacco)	..	This standard prescribes the requirements and the methods of test for cigarettes made from tobacco grown and processed in India. (Price Rs. 5·50)
9.	IS: 1578-1960 Specification for Smoking Mixtures	..	This standard prescribes the requirements and the methods of test for smoking mixtures made from a blend of tobacco, including imported and indigenous, processed in India. (Price Rs. 4·50)
10.	IS: 1583-1960 Specification for Handloom Silk Dhoties, Loomstate	..	This standard prescribes constructional details and other particulars of three varieties of handloom Silk dhoties, loomstate (Price Rs. 1·50)
11.	IS: 1594-1960 Metric Sizes of Copper Wires and Conductors for Electrical Purposes.	..	This standard gives the diameters of copper wires for electrical purposes. It also gives the sectional areas with the number and diameter of wires of copper conductors for use in insulated cables and for overhead transmission purposes. (Price Rs. 2·00)
12.	IS: 1606-1960 Schedule for Automobile Lamps	..	This standard lays down the schedule of automobile lamps used for various purposes in an automobile, such as for head lights, interior lighting, side lighting, dash-board lighting, etc. (Price Rs. 1·50).
13	IS: 1614-1960 Specification for Oil of Vetiver Roots (Cultivated).	..	This standars prescribes the requirements and the methods of test for the material commercially known as oil of vetiver roots (cultivated). The essential oil is used by the soap, perfumery and cosmetic industries. It is also used as a flavouring agent. (Price Rs. 1·50).
14	IS: 1615-1960 Specification for Oil of Himalayan Cedarwood	..	This standard prescribes the requirements and the methods of test for the material commercially known as the oil of Himalayan cedarwood. It is used with other essential oils in soap perfumes as an excellent fixative and diluent ; in sanitary supplies, polishes and for masking odours in many other industrial products. Special grades used for oil-immersion lenses and for clearing sections in microscopy are not covered by this specification. (Price Rs. 1·50).

(1)	(2)	(3)	(4)
15	IS: 1616-1960 Specification for Oil of Spike Lavender	..	This standard prescribes the requirements and the methods of test for different types of the material commercially known as the oil of spike lavender and widely used for perfuming soaps. It is also used in cosmetics, bath-salts, sprays and disinfectants and is a substitute for oil of lavender-French. Price Rs. 1·50).
16	IS: 1617-1960 Specification for Oil of Lavandin	..	This standard prescribes the requirements and the methods of test for the material commercially known as oil of lavandin. It does not apply to the oil of the Abrialis type. The material is used for cutting oil of lavender-French. It is preferred in perfumery largely for its high fixative properties. (Price Rs. 1·50).
17	IS: 1618-1960 Specification for Oil of Lavender-French.	..	This standard prescribes the requirements and the methods of test for the material commercially known as oil of Lavender-French. The so-called 'Vesubie lavender having a low ester content and of insignificant production is excluded from the purview of this specification. The oil of lavender-French is used for toilet waters, perfumes, soaps, depilatories, deodorants, pharmaceutical and tobacco preparation. (Price Rs. 1·50).

Copies of these Indian Standards are available, for sale with the Indian Standards Institution, "Manak Bhavan", 9, Mathura Road, New Delhi-1 and also at its branch offices at (*i*) 232 Dr. Dadabhoy Naoroji Road, Bombay-1. (*ii*) P-11 Mission Row Extension, Calcutta-1 and (*iii*) 2/21 First Lane Beach, Madras-1.

[No. MD/13 : 2]

S.O. 3060.—In exercise of the powers conferred by sub-regulations (2) and (3) of regulation 3 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies the issue of errata slips particulars of which are given in column (4) of the Schedule hereto annexed, in respect of the Indian Standards specified in column (2) of the said Schedule.

THE SCHEDULE

Sl. No.	No. and Title of Indian Standard	No. and date of Gazette Notification in which establishment of Indian Standard was notified	Particulars of Errat	Issued
(1)	(2)	(3)	(4)	
1	IS : 232-1958 Glossary of Textile Terms.	S.O. 282 dt. 30 January 1960	In the title on th please read 'In Glossary of Te Natural Fibres Standard Glo Terms'.	er page Standard Terms— or 'Indian y of Textile

(1)	(2)	(3)	(4)
2	IS : 269-1958 Specification for Ordinary, Rapid Hardening And Low Heat Portland Cement (*Revised*).	S.O. 2206 dt. 10 September, 1960.	In clause E-6·1, last line at page 35, please read 'to the nearest 5 kg' for 'to the nearest 10 kg'.
3	IS : 556-1960 Specification for Leclanche Type Radio Batteries (*Revised*).	S.O. 1463 dt. 11 June 1960.	(*i*) In Table III, col. 3, at page 4 against 'Reference Number B1' please delete one of the two entries of '7·5'. (*ii*) In Table III, col. 7, at page 4, please read 'RBS10' for 'RBP10'. (*iii*) In Table VI, col. 2, at page 9, designation of 'Pack Battery AB1' please read 'B Section 60R12' for 'B Section—1000-60R12'. (*iv*) In Table VI, col. 3, at page 9 against 'B Section' of 'Pack Battery AB1' please read '10000' for '——' (*v*) In Table VI, col. 5 and 6, at page 9, against 'Reference Number AB3' please read respectively '360' and '320' for '360' and '320' (540) (490)
4	IS : 969-1956 Method for Determination of colour fastness of Textile Materials to Cross-Dying : Wool	S.R.O. 656 dt. 2 March 1957	In clause 7·2, line 2-3 at page 3, please read '20 percent' for '2 percent'
5	IS: 1056-1957 Specification for Commercial Metric Weights.	S.R.O. 2909 dt. 14 September 1957	In Table IV, fourth item under '*B*' (against Denomination 500g) at page 4, please read '39' for '29'
6	IS : 1143-1957 Specification for Cotton Mosquito Netting, Square Mesh, Dyed.	S.O. 605 dt. 26 April 1958	In 'Note' at page 3, below Table I, line 2, please read '590·54' for '390·54'
	S : 1324-1958 Glossary of Textile Terms Relating to Fabrics Made from Man-Made Fibres or Filaments.	S.O. 1862 dt. 29 August 1959	In the Title on the cover page please read 'Indian Standard Glossary of Textile Terms—Fabrics Made from Man-Made Fibres or Filaments' for 'Indian Standard Glossary of Textile Terms Relating to Fabrics Made from Man-Made Fibres or Filaments'
8	IS : 1325-1958 Glossary of Textile Terms Relating to Man-Made Fibres or Filaments.	S.O. 1862 dt. 29 August 1959	In the Title on the cover page please read 'Indian Standard Glossary of Textile Terms—Man-Made Fibres or Filaments' for 'Indian Standard Glossary of Textile Terms Relating to Man-Made Fibres or Filaments'
9	Amendment No. 3 October 1960 To IS: 434-1953 Specification for Rubber-Insulated Cables and Flexible Cords for Electric Power & Lighting (for Working Voltages Up to and Including 11 KV (*Tentative*)	S.O. 2496 dt. 15-10-1960	(i) In clause (vi) please delete all the existing columns and make the following new entries : Nominal Overall Diameter

(1)	(2)	(3)	(4)
			(For untaped cores) in. (6) 0·135 0·155 0·170 0·155 0·180 0·210 0·245 0·280 0·315 — — —
			(*ii*) In clause (vii) please delete all the existing columns and make the following new entries : *Flame-Retarding* Nominal Overall Diameter (For untaped cores) in. (8) 0·135 0·156 0·172 0·180 0·211 0·242 0·276 0·315 — — —
			(*iii*) In clause (viii) please delete all the existing columns and make the following new entries: Nominal Overall Diameter (For untaped cores) in. (6) 0·185 0·205 0·220 0·205 0·230 0·270 0·295 0·320 0·355 — —

(1)	(2)	(3)	(4)
			—
			—
			—
			—
			—
			—
			—
			—
			—
			(iv) In clause (ix) please delete the existing columns and make the following new entries :
			Nominal Overall Diameter (For 250-volt unraped cores) in.
			(7)
			0·185
			0·220
			—
			—
			—
			—
			—
			—
			—
			—
			—
			—
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			—
			—
			—

Copies of these errata slips are available free of cost with the Indian Standards Institution "Manak Bhavan"9 Mathura Road, New Delhi-1, and also at its Branch Offices at (i)232 Dr. Dadabhoy Naoroji Road, Fort, Bombay-1, (ii) P-11 Mission Row Extension, Calcutta-1 and (iii) 2/21 First Line Beach, Madras-1.

[No. MD/13 : 6]

C. N. MODAWAL,
Deputy Director (Marks)

MINISTRY OF STEEL, MINES & FUEL

(Department of Mines and Fuel)

New Delhi, the 13th December 1960

S.O. 3061.—Whereas by the Notification of the Government of India in the Department of Mines and Fuel (Ministry of Steel, Mines and Fuel) S.O. 298 dated the 29th January, 1959 under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to prospect for coal in lands measuring 13·00 square miles in the locality specified in the Schedule appended to that Notification and reproduced in the Schedule appended hereto:—

And whereas in respect of the said land no notice under sub-section (1) of section 7 of the said Act has been given;

Now, therefore, in exercise of the powers conferred by the said sub-section (1) of section 7, the Central Government hereby specifies further period of one year commencing from the 29th January, 1961 as the period within which the Central Government may give notice of its intention to acquire the said lands or any rights in or over the said lands.

BLOCK 'B'

SCHEDULE

Sl. No.	Name of Village.	Village No.	Patwari Halka No.	Name of Tahsil.	Name of District.	Area	Remarks
1.	Umjhar.	475	8	Baikunthpur	Surguja	13 square miles	Whole Village
2.	Bishanpur	175	10	Baikunthpur	Surguja		Whole Village
3.	Shivapur	222	19	Baikunthpur	Surguja		Whole Village
4.	Sardih	222	11	Baikunthpur	Surguja		Whole Village
5.	Kherwat	55	11	Baikunthpur	Surguja		Whole Village
6.	Charcha	84	12	Baikunthpur	Surguja		Whole Village

Boundary Description:

OP line is Western Boundary of village Umjhar.

PQRS line is the northern boundary of village Umjhar, Bishanpur Shivapur, Sardih, Kherwat and Charcha.

ST line is eastern boundary of village Charcha.

TUVWXO line is southern boundary of village Charcha, Kherwat, Sardih, Shivapur, Bishanpur and Umjhar.

[No. C2-22(16)/60.]

B. ROY, Under Secy.

MINISTRY OF FOOD AND AGRICULTURE

(Department of Agriculture)

New Delhi, the 14th December 1960

S.O. 3062.—The following draft of certain rules to amend the Rice Grading and Marking Rules, 1939, which the Central Government proposes to make in exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), is published as required by the said section, for the information of all persons likely to be affected thereby, and notice is hereby given that the draft will be taken into consideration on or after the 31st December, 1960. Any objection or suggestion which may be received from any person in respect of the said draft before the date specified will be considered by the Central Government.

Draft Rules

1. These rules may be called the Rice-Grading and Marking (Amendment) Rules, 1960.

2. In the Rice Grading and Marking Rules, 1939, for sub-rule (1), of rule 3, the following sub-rule shall be substituted, namely:—

"The rice of all varieties specified in the Schedules annexed to these rules shall consist of well hulled rice in good condition, cleaned (sifted), free from paddy and reasonably dry (moisture content not exceeding 13 per cent)".

[No. F. 5-44/60-AM.]

V. S. NIGAM, Under Secy.

(Department of Agriculture)

(Indian Council of Agricultural Research)

New Delhi, the 17th December 1960

S.O. 3063.—In exercise of the powers conferred by sub-section 4(vii) of section 4 of the Indian Lac Cess Act, 1930 (24 of 1930), as amended from time to time, the Central Government is pleased to nominate the Chief Conservator of Forests, Orissa, Cuttack on the Governing Body of the Indian Lac Cess Committee to represent the cultivators of lac in Orissa for a period of three years.

[No. 3-75/60-Com.III.]

New Delhi, the 19th December 1960

S.O 3064.—Under Section 4(x) of the Indian Cotton Cess Act, 1923 (14 of 1923), the Central Government are pleased to nominate Pandit Thakur Das Bhargava, M.P. to be a member of the Indian Central Cotton Committee, Bombay, for a period of one year with effect from the 1st January, 1961.

[No. 1-18/59-Com. IV.]

S.O. 3065.—In exercise of the powers conferred by section 17 of the Indian Oilseeds Committee Act, 1946 (No. 9 of 1946), the Central Government hereby makes the following further amendment to the Indian Oilseeds Committee Rules, 1947, the same having been previously published as required by sub-section (1) of section 17 of the said Act, namely:—

1. These rules may be called the Indian Oilseeds Committee (Amendment) Rules, 1960.

2. For rule 5 of the Indian Oilseeds Committee Rules, 1947, the following rule shall be substituted; namely:—

"5. *Casual Vacancies.*—(1): Save as otherwise provided in sub-rule (2), a member appointed to fill a casual vacancy under sub-section (2) of section 6 of the Act, shall hold office so long as the member whose place he fills would have been entitled to hold office if the vacancy had not occurred.

(2)—A member appointed to fill a casual vacancy under sub-section (2) of section 6 of the Act, in place of a Member of Parliament under clause(s) of section 4 of the Act, shall hold office for so long as he continues to be a member of the House from which he was elected or which recommended his appointment".

[No. 8-91/60-Com. II/ICOC.R, Am. 1/60.]

AJUDHIA PRASADA, Under Secy.

MINISTRY OF HEALTH

New Delhi, the 19th December 1960

S.O. 3066.—For the purposes of rules 71 and 76 of the Drugs Rules, 1945, the Central Government hereby recognises the following Universities in respect of the degrees specified against them, namely:—

1. *Degree in Pharmacy*—

1. Andhra University.
2. Bombay University.
3. Banaras Hindu University.
4. Gujarat University.
5. Nagpur University.
6. Punjab University.
7. Rajasthan University.
8. Saugar University.
9. Madras University.

2. *Degree in Pharmaceutical Chemistry.*—

1. Andhra University.
2. Bombay University.
3. Banaras Hindu University.
4. Gujarat University.
5. Nagpur University.
6. Punjab University.
7. Rajasthan University.
8. Saugar University.
9. Madras University.

3. *Degree in Science with Chemistry as a Principal subject.*—

1. Agra University.
2. Aligarh Muslim University.
3. Allahabad University.
4. Andhra University.
5. Annamalai University.
6. Banaras Hindu University.
7. Baroda University.
8. Bihar University.
9. Bombay University.
10. Calcutta University.
11. Delhi University.
12. Gauhati University.
13. Gorakhpur University.
14. Gujarat University.
15. Jabalpur University.
16. Jadavpur University.
17. Jammu & Kashmir University.
18. Karnatak University.
19. Kerala University.
20. Lucknow University.
21. Madras University.
22. Mysore University.
23. Nagpur University.
24. Osmania University.
25. Punjab University.
26. Patna University
27. Poona University.
28. Saugar University.
29. Rajasthan University.
30. Sardar Vallabhbhai Vidyapeeth.
31. Sri Venkateswara University.
32. Utkal University.
33. Vikram University.

4. *Degree in Chemical Engineering.*—

1. Banaras Hindu University.
2. Jadavpur University.
3. Osmania University.

5. *Degree in Chemical Technology.*—

1. Andhra University.
2. Banaras Hindu University.
3. Bombay University.
4. Calcutta University.
5. Madras University.
6. Nagpur University.
7. Osmania University.
8. Punjab University.
9. Indian Institute of Technology, Kharagpur

6. *Degree in Medicine.*—

1. Andhra University.
2. Osmania University.
3. Shri Venkateswara University.
4. Patna University.
5. Bihar University.
6. Bombay University.
7. Gujarat University.
8. Baroda University.
9. Poona University.
10. Gauhati University.
11. Nagpur University.
12. Kerala University.
13. Jabalpur University.
14. Vikram University.
15. Madras University.
16. Karnatak University.
17. Mysore University.
18. Utkal University.
19. Punjab University.
20. Rajasthan University.
21. Lucknow University.
22. Agra University.
23. Calcutta University.
24. Delhi University.
25. Jammu & Kashmiri University.
26. All India Institute of Medical Sciences, New Delhi.

[No. F. 1-13/60-D.]

M. K. KUTTY, Dy. Secy.

MINISTRY OF TRANSPORT AND COMMUNICATIONS

(Department of Communications and Civil Aviation)

(P. & T. Board)

New Delhi, the 13th December 1960

S.O. 3067.—In exercise of the powers conferred by section 7 of the Indian Telegraph Act, 1885 (13 of 1885), the Central Government hereby makes, with effect from the midnight of 31 December '60/1st January '61, the following rules to amend the Indian Telegraph Rules, 1951, namely:—

1. These rules may be called the Indian Telegraph (Amendment) Rules, 1960.

2. In Part V of the Indian Telegraph Rules, 1951, for rule 449, the following rule shall be substituted, namely:—

"449. *Ineffective Trunk Calls due to non-acceptance of trunk connection by the calling or called number or no reply from the calling number.*—
(1) A trunk call shall be deemed to be "ineffective" if,

(a) the calling or called number, or the particular person at the called number does not accept the trunk connection after being rung up, or

(b) there is no reply from the calling number at the time when the call is attempted to be put through.

(2) The charge for such an ineffective call (irrespective of the priority of the booked call) shall be 25 percent. of the appropriate charge as prescribed in item (C) of rule 451 for an ordinary call of a single period between the same two exchanges according to the time at which the call is made, subject to a minimum of 20 naye paise."

[No. 4/38/60-PHT.]

DINSHAW F. D. JOSHI,
Director of Telephone Traffic.

MINISTRY OF IRRIGATION AND POWER

ORDER.

New Delhi, the 15th December 1960

S.O. 3068.—In exercise of the powers conferred by sub-rule (2) of Rule 133 of the Indian Electricity Rules, 1956, the Central Government hereby directs that the provisions of—

(i) Rule 118(a),
(ii) Rule 119 (1)(a),
(iii) Rule 50(1)(d), and
(iv) Rule 123 (7),

of the said Rules shall be relaxed in respect of the use of the following apparatus in conjunction with Model 4161, 3·3 K. V., Marion shovel, serial No. 22168:

One 300 H. P., 3300 volts, M-G. Set motor, style 16BG773, S/N-IS-60.

One single phase, 3300/240 volts, 10 K.V.A., transformer, serial No. 60B 13296.

One single phase, 3300/240 volts, 10 K. V. A., transformer, serial No. 60B 13295.

One single phase, 3300/240 volts, 10 K.V.A., transformer, serial No. 60B 13300.

One length of 1000 feet of flexible trailing cable as per specification No. CS 1455 four conductor type Okonex shielded okoprene cable 5000 volts grade overall dia. 1·710" to 1·750", 6/64 wall Okoprene sheath. 1 braid 0·0126 galvanised steel wire 85 percent coverage 5/64" wall Okoprene inner Jacket layer 0·49", 3 conductors cable each with layer rubber filled, colour tape; one green cotton braided ground wire; with rubber needle fillers with one 200 amps, 5000 volts, 3 pole, type ST., isolator, serial No. S-0567.

at Kathara Colliery of Messrs National Coal Development Corporation Ltd., to the extent that (1) in relaxation of Rule 118(a), the portable motor of the shovel may be used at 3·3 K. V., (2) in relaxation of Rule 119 (1)(a) the bank of three single phase, 10 K. V. A., 3300/240 volts transformers, connected in delta/star with their associated equipment using energy at high voltage may not be fixed apparatus as being installed on the portable shovel moving from place to place the

same have a portable sense, (3) in relaxation of Rule 50(1)(d) there being no linked switches for control of 3·3 K. V., supply to the transformers installed on the shovel, the 3·3 K. V., supply to same may be controlled by the individually operated link-fuse as provided by the manufacturers, (4) in relaxation of Rule 123(7), flexible cable not exceeding 1,000 feet in length may be used with the portable machine, and that the relaxation shall be subject to the following conditions:

(1) The installations and wirings inside the shovel shall comply with the relavant provisions of the Indian Electricity Rules, 1956, in particular rules 115-117, 121, 124 and 125.

(2) The 3·3 K. V. supply to the flexible cable should be provided with earth-leakage protection.

(3) The flexible trailing cable should be connected to the electricity supply system and the machine by properly constructed connector boxes or totally enclosed safe attachment.

(4) The excavating machine along with the flexible trailing cable shall be worked and handled with due care so as to avert danger arising out of any electrical defect or in the use and the insulation resistance of the high voltage circuit including the driving motor, shall at no time be less than 10 megohms.

(5) The operators of the shovel shall be trained and authorised for operating the shovel with competency and due care to avoid danger.

(6) The particulars of the protection for the 300 H. P., 3300 volts, M. G., set motor shall be furnished to the Electrical Inspector of Mines when application for approval to bring the shovel into use is made to him.

Provided that the aforesaid relaxation shall be valid for such time as the said machine is in use in the mine and due information shall be given to the Central Government through the Electrical Inspector of Mines as soon as the machine is taken out of the mine.

[No. ML-II-3(30)/60.]

N. S. VASANT,
Officer on Special Duty.

MINISTRY OF REHABILITATION

New Delhi, the 24th December 1960

S.O. 3069.—Whereas the Central Government is of opinion that it is necessary to acquire the evacuee property in the Union territory of Delhi, specified in the Schedule below, for a public purpose, being a purpose connected with the relief and rehabilitation of displaced persons, including payment of compensation to such persons;

Now, therefore, in exercise of the powers conferred by section 12 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), it is notified that the Central Government has decided to acquire and hereby acquires, the said evacuee property.

THE SCHEDULE

S. No.	Particulars of evacuee property	Name of the town and locality in which the evacuee property is situated	Name of evacuee
1.	XVI/23 (23 Pusa Road)	Pusa Road, Karol Bagh, New Delhi.	Musammat Fatma Begum, daughter of Abdul Rahim

[No. F. 1(1218)58/Comp. III/Prop.]

(Office of the Chief Settlement Commissioner)

New Delhi, the 14th December 1960

S.O. 3070.—In exercise of the powers conferred by sub-section (i) of Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints Shri K. S. Vedic, as Asstt. Settlement Officer, for the purpose of performing the functions assigned to such officers by or under the said Act with effect from the date he took charge of his office.

[No. 11(6)/Admn(I)/CSC/60.]

S.O. 3071.—In exercise of the powers conferred by sub-section (i) of Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints Shri Narinjan Singh, Land Claims Officer, Jullundur under the Punjab Government to be an Assistant Settlement Commissioner in the State of Punjab, for the purpose of performing, in addition to his own duties as Land Claims Officer, the functions assigned to an Assistant Settlement Commissioner by or under the said Act, in respect of agricultural lands and shops in any rural areas including houses, cattle sheds and vacant sites, if any, in any such area allotted along with any such lands and forming part of the Compensation Pool.

[No. F. 3(53)Pol. II/60-I/Lands.]

S.O. 3072.—In exercise of the powers conferred by sub-section (i) of Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints Shri Tejinder Singh, Assistant Land Claims Officer, Jullundur under the Punjab Government to be an Assistant Settlement Commissioner in the State of Punjab, for the purpose of performing, in addition to his own duties as Assistant Land Claims Officer, the functions assigned to an Assistant Settlement Commissioner by or under the said Act, in respect of agricultural lands and shops in any rural areas including houses, cattle sheds and vacant sites, if any, in any such area allotted along with any such lands and forming part of the Compensation Pool.

[No. F. 3(53)Pol. II/60-II/Lands.]

S.O. 3073.—In exercise of the powers conferred by sub-section (i) of Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby rescinds the notifications specified below:—

1. No. 3(13)/Policy-II/60, dated the 28th March, 1960.
2. No. F. 3(40)/Policy-II/60-Lands, dated the 26th September, 1960.

[No. F. 3(53)/Pol.II/60-III/Lands.]

KANWAR BAHADUR,
Settlement Commissioner (A) & Ex-Officio Dy. Secy.

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 13th December 1960

S.O. 3074.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the National Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the Press Trust of India, Ltd. and their workmen.

BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL AT BOMBAY

REFERENCE No. 2(NTB) OF 1959

Employers in relation to the Press Trust of India Ltd., Bombay.

AND

Their workmen

APPEARANCES:

For the Employers.—Shri P. P. Khambatta, Advocate, and later Counsel Shri J. M. Thakore, with Shri B. Narayanaswamy, Advocate instructed by Shri C. C. Shah, Solicitor, of Messrs. C. C. Shah & Co., Attorney's-at-Law, and Shri K. N. Ramanathan, General Manager and Shri T. Fernadez, Assistant General Manager, Press Trust of India Ltd., Bombay.

For the workmen.—Shri H. R. Gokhale, Advocate with Shri P. D. Kamerkar, Advocate instructed by Sarvashri R. Vardachari, General Secretary and D. B. Mahtma and K. P. Shrivastava, for the Press Trust Employees' Unions Federation. Shri C. L. Budhia, Bar-at-Law, for Shri C. R. Ponkshe, Shri D. S. Nargolkar, Advocate for Shri B. S. Nadkarni.

PRESENT:

Shri Salim M. Merchant, Presiding Officer.

INDUSTRY: News agency.

All India (National) Head Office at Bombay.

Dated, 30th November 1960

AWARD

The Central Government, by the Ministry of Labour and Employment Order No. LR.I-53(4)/59-I, dated 21st November, 1959, made in exercise of the powers conferred by Section 7B of the Industrial Disputes Act, 1947 (XIV of 1947) was pleased to constitute a National Industrial Tribunal with headquarters at Bombay, and to appoint me as its presiding officer and by Notification No. LR-I-38(4)/59-II of the same date, made in exercise of the powers conferred by sub-section (1A) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), was pleased to refer for adjudication to me as National Industrial Tribunal the industrial dispute between the parties above named in respect of matters specified in the following schedule to the said order:—

SCHEDULE

"(1) Whether the workmen, namely, the employees of the Press Trust of India should be given terms of employment in respect of grades and scales of salaries, dearness and other allowances, provident fund, gratuity, leave probation and age of retirement which are more favourable than those to which they are entitled under the agreements between them and their employers, dated the 3rd July, 1955 and the 4th December, 1958, and, in the case of the said employees who are working journalists under the notification No. S.O. 1257, dated the 29th May, 1959, issued by the Ministry of Labour and Employment.

(2) To what relief are the said employees entitled?"

2. After the usual notices were issued, the Federation of the Press Trust of India Employees' Unions (hereinafter referred to as "the Federation") which represents the majority of the workmen, both working journalists and non-working journalists, concerned in this dispute, filed its statement of claim, dated 11th January, 1960, to which the Press Trust of India Ltd., Bombay (hereinafter referred to as the employers) filed their written statement in reply on 3rd March, 1960. The Tribunal also received certain written statements of claim from individual workmen, who are not members of the Federation.

3. By their written statement, the employers have raised certain preliminary objections with regard to the validity of the reference and the jurisdiction of this Tribunal to adjudicate upon this dispute. On 21st April, 1960, issues were settled and the preliminary legal objections raised by the employers form the subject matters of issues 1, 2, 3(a), 3(b) and 3(c); and I propose to deal with those issues first. I may, however, state that at the hearing both parties led oral evidence and filed a number of documents and statements in support of their respective contentions. I may also state that at two stages during the hearing of the dispute the parties negotiated for a settlement. On the second occasion protracted negotiations were held by the parties with my assistance, but I regret to state that the negotiations did not materialise into a settlement, though parties came very near to an over-all settlement. The hearing, thereafter, concluded on 5th September, 1960.

4. I may also state that during the hearing 19 applications were filed under sections 33 and 33A of the Industrial Disputes Act 1947.

5. The issue No. 1 is—"whether the reference is had for the reasons mentioned in para 3(a) of the reply on behalf of the employers, dated 3rd March 1960?" In para 3(a) of their written statement the employers have contended that by virtue of section 8 of the Working Journalists (Fixation of Rates of Wages) Act, 1958 (Act 29 of 1958), at any rate impliedly, the wage rates fixed by the Government order, dated 29th May, 1959, remain binding for three years and the Government was not entitled to refer the dispute to adjudication.

6. For a proper understanding of this contention it is necessary to give a brief account of the events leading up to this dispute.

7. The Press Commission recommended that certain conditions of service of working journalists in India should be regularised by legislation. Thereupon, the Working Journalists (Conditions of Service) and Miscellaneous Provisions Act, 1955 (Act 45 of 1955) (hereinafter referred to as the Working Journalists Act) was enacted by Parliament and it received the assent of the President of India on 22nd December, 1955. The object of the Act is, "to regulate certain conditions of service of working journalists and other persons employed in newspaper establishments." "Newspaper Establishment" as defined by section 2(d) of the Act includes a news agency, and I may pause here and state that the Press Trust of India is at present the only national news agency in the country. Section 3 of the Act provides that the provisions of the Industrial Disputes Act 1947 (Act 14 of 1947), as in force for the time being, [subject to modifications specified in subsection (2) which make more favourable provisions in respect of certain cases of retrenchment than provided for by section 25P of Act 14 of 1947] shall apply to, or in relation to, working journalists as they apply to, or in relation to, workmen within the meaning of that Act. Sections 5, 6 and 7 of the Act prescribe conditions of employment of working journalists regarding gratuity, hours of work and leave, respectively. Section 8 of the Act provides for the Central Government constituting a Wage Board for fixing rates of wages in respect of working journalists in accordance with the provisions of that Act. Section 9 deals with matters to be considered by the Wage Board in fixing the rates of pay for working journalists and provides that the Board shall have regard to the cost of living, the prevalent rates of wages for comparable employments, the circumstances relating to the newspaper industry in different regions of the country, and to any other circumstances, which to the Board may seem relevant; Section 9(2) provides that Wage Board may fix rates of wages for time work or piece work. Section 10 deals with the manner of publication of the decision of Wage Board and the date from which it shall come into operation, and Section 11 deals with the powers and procedure of the Board. Section 12 is in the following terms:—*Section 12 Decision of the Board to be binding on all employers*: "The decision of the Board shall be binding on all employers in relation to newspaper establishments and every working journalists shall be entitled to be paid wages at a rate which shall, in no case, be less than the rate of wages fixed by the Board". Section 13 invests Government with the power, after consultation with the Wage Board, for fixing interim scales of pay in respect of working journalists and Sections 14 and 15 make the provisions of the Industrial Employment (Standing Orders) Act 1946 and the Employees Provident Funds Act 1952 applicable to newspaper establishments. Section 16(1) provides that the provisions of the Act shall have effect notwithstanding anything inconsistent therewith contained in any other law or in terms of any award, agreement or contract of service whether made before or after the commencement of this Act and the proviso thereto states that whether under any such award, agreement, contract of service

or otherwise a newspaper employee is entitled to benefits in respect of any matters which are more favourable to him than those to which he would be entitled under the act, the newspaper employee shall continue to be entitled to the more favourable benefits in respect of that matter notwithstanding that he receives benefits in respect of other matters under this Act. Sub-section (2) of section 16 provides that nothing in that Act shall be construed to preclude any newspaper employee from entering into an agreement with an employer or granting him rights or privileges in respect of any matter which are more favourable to him than those to which he would be entitled under the Act. Section 17 contains provision for recovery of monies due from the employer, section 18 prescribes certain penalties, and Section 20 confers powers in the Central Government to make rules to carry out the purposes of the Act.

8. I shall presently notice in detail some of the provisions of this Act when discussing the preliminary objection, but proceed to give the chronological sequence of events.

9. In exercise of the powers conferred by Section 3 of the Working Journalists Act, Government by notification, dated 2nd May, 1956, constituted a Wage Board, with Shri H. Divetia as its Chairman, for fixing rates of wages in respect of working journalists. The Wage Board gave its decision which was published in the Gazette of India Extraordinary, dated 11th May, 1957. The Express Newspapers (P.) Ltd. and several other newspaper establishments, including the Press Trust of India, challenged the validity of the decision of the Wage Board before the Supreme Court, which by its judgment, dated 19th March, 1958, set aside the decision of the Divatia Wage Board as being *ultra vires*, mainly on the ground that the Wage Board in arriving at its decisions had not considered the financial capacity of the industry to bear the burden of the wage scales fixed by it and the other directions given by it in relation thereto. [Express Newspapers (Private) Ltd. and another Vs. The Union of India and others (S.C.R. 1959 page 12)]. Thereafter, the President of India in exercise of the powers conferred by clause 1 of Article 123 of the Constitution, promulgated an Ordinance called the Working Journalists (Fixation of Rates of Wages) Ordinance, 1958, (No. 3 of 1958) for, 'the fixation of rates of wages in respect of working journalists and for matters connected therewith' Section 3 of the Ordinance provided for the constitution of a Committee, (hereinafter referred to as the Wage Committee), for the purpose of enabling the Central Government to fix rates of wages in respect of working journalists in the light of the judgment of the Supreme Court, dated 19th March, 1958, relating to the Wage Board decision, and by notification No. S.O. 1121, dated 14th June, 1958, the Central Government appointed a committee under section 3(1) of the Ordinance. Thereafter, the Working Journalists (Fixation of Rates of Wages) Act, 1958, Act No. 29 of 1958, was enacted to replace the ordinance and it received the assent of the President on 16th September, 1958. I shall hereinafter refer to this Act as the Act of 1958. Section 3(1) of the Act of 1958 is as follows:—"For the purpose of enabling the Central Government to fix rates of wages in respect of working journalists in the light of the Judgment of the Supreme Court, dated the 19th day of March, 1958, relating to the Wage Board decision, and in the light of all other relevant circumstances; the Central Government shall, by notification in the Official Gazette, constitute a Committee consisting of the following persons namely:—

(i) an officer of the Ministry of Law not below the rank of Joint Secretary, nominated by the Central Government, who shall be the Chairman of the Committee,

(ii) three persons nominated by the Central Government from among the officers of each of the Ministries of Home Affairs, Labour and Employment and Information and Broadcasting,

(iii) a chartered accountant nominated by the Central Government."

The rest of the provisions of Section 3 deal with the constitution of the Committee, for filling up of vacancies, provision of a secretary and staff for the Committee. Section 4(1) provides that the Committee shall, by notice call upon the newspaper establishments and working journalists and other persons interested in the Wage Board decision to make such representations they may think fit as respects the Wage Board decision and the rates of wages which may be fixed under this Act in respect of working journalists. Sub-section (2) of section 4 provides for representations being made to the Wage Committee in writing and for stating the rates of wages which in the opinion of the persons making the representation would be reasonable having regard to the capacity of the employer

to pay the same or to any other circumstances which may seem relevant to the person making the representation in relation to his representation; the alteration or modification, if any which in the opinion of the person making the representation, should be made to the wage Board decision and the reasons therefor. Sub-section (3) of section 4, provides that the Committee shall take into account the representations aforesaid and after examining the materials placed before the Wage Board and obtained by it, make such recommendations, as it thinks fit, to the Central Government for the fixation of the rates of wages in respect of working journalists whether by way of modification or otherwise, of the wage Board decision and the recommendation may also specify the dates from which the Wage rates should take effect. Sub-section (4) provides that in making the recommendations to the Central Government the Committee shall have regard to all the matters set out in sub-section (1) of section 9 of the Working Journalists Act, which I have noted earlier. Section 5 of the Act deals with the powers of the Committee and sub-section (1) thereof confers upon it the same powers which an Industrial Tribunal constituted under the Industrial Disputes Act (Act 14 of 1947) exercises for purposes of adjudicating an industrial dispute referred to it, as also the power to regulate its own procedure. Sub-section (3) empowers the Committee to authorise any officer of the Central Government to examine any accounts or documents or obtain any statements from any person, if in the course of the enquiry it appears to the Committee necessary to do so and sub-section (4) provides that the Investigating Officer shall exercise all or any of the powers which an Industrial Tribunal may exercise under the Industrial Disputes Act for such purposes. Section 6 deals with the question of the power of the Central Government to enforce the recommendations of the Wage Committee and sub-section (1) provides that as soon as may be, after the receipt of the recommendations of the Committee, the Central Government shall make an order in terms of the recommendations of the Committee or subject to such modifications which in the opinion of the Central Government do not affect important alterations in their character and sub-section (2) gives Government the power to make such modifications in the recommendations of the Committee, not being recommendations of the nature specified in sub-section (1) as it thinks fit as also the procedure to be followed before such modifications can be effected. Sub-section (3) of section 6 provides that every order by the Government shall be published in the Gazette together with the recommendations of the Committee relating to the order and the order shall come into operation on the date of publication or on such date whether prospectively or retrospectively as may be specified in the Order. Section 7 is as follows:—*Section 7: Working journalists entitled to wages at rates not less than those specified in the order*: "Subject to the provisions contained in section 11 on the coming into operation of the order of the Central Government every working journalist shall be entitled to be paid by his employer wages at a rate which shall in no case be less than the rate of wages specified in the order". Section 8, on which the management relies heavily in support of this preliminary objection, is as follows:—*Section 8: Review of order of Central Government.* "The Central Government may, at any time after the expiry of three years from the date of the order passed by it under the Act, if it is of the opinion that circumstances require that the rates of wages specified in the order should be revised, constitute a Wage Board as provided in Section 8 of the Working Journalists Act and where a Wage Board is so constituted the provisions of the Working Journalists Act shall apply thereto." Section 9 provides for the manner in which money due under the Act to working journalists may be recovered and section 10 deals with the manner of authentication of the orders, letters etc. of the Committee. Section 11 deals with the effect of this Act over the Working Journalists Act and, as its provisions have been referred to and relied upon by both parties in support of their respective contentions, I think it necessary to reproduce the section in full. *Section 11: Effect of Act over Working Journalists Act, etc* "(1) Sections 8, 10, 11; 12 and 13 of the Working Journalists Act shall have no effect in relation to the Committee.

(2) The provisions of this Act shall have effect notwithstanding anything inconsistent therewith in the terms of any award, agreement or contract of service, whether made before or after the commencement of this Act:

Provided that where under any such award, agreement, contract of service or otherwise, a working journalist is entitled to benefits in respect of any matter which are more favourable to him than those to which he would be entitled under this Act, the working journalist shall continue to be entitled to the more favourable benefits in respect of that matter, notwithstanding that he receives benefits in respect of other matters under this Act.

(3) Nothing contained in this Act shall be construed to preclude any working journalist from entering into any agreement with an employer for granting him rights or privileges in respect of any matter which are more favourable to him than those to which he would be entitled under this Act."

Section 12 of the Act provides that vacancies among the members of the Committee or any defect in its constitution shall not invalidate any act or proceedings of the Committee, and section 13 invests powers in the Central Government to make rules to carry out the purposes of the Act. By section 14(1) the Ordinance of 1958 (Ordinance 3 of 1958) is repealed and sub-section 2 thereof provides that notwithstanding such repeal anything done or any action taken under the said Ordinance shall be deemed to have been done or taken under this Act as if this Act had commenced on 14th June, 1958, the date on which the Ordinance had come into force.

10. I shall presently examine in some detail the main provisions of this Act, particularly the provisions of sections 7, 8 and 11 thereof as they are material for the purposes of determination of issue No. 1, but I may here state that though the Wage Committee was constituted under the Ordinance of 1958 by virtue of Section 14(2) of the Act 1958 it was to be deemed to have been constituted under that Act.

11. The Wage Committee made its report dated 23rd March, 1959 and Government accepted the recommendations of the Committee with minor modifications and in exercise of the powers conferred by section 6 of the Act of 1958 made an order S.O. No. 1257, dated 29th May, 1959, in terms of the recommendations of the Wage Committee, modified as stated therein. I shall hereafter refer to this order as the Wage Rate Order.

12. The Wage Rate Order classifies news agencies into three classes on the basis of their gross revenue. The Press Trust of India is classified as a class I news agency and the scales of pay payable to working journalists employed in this news agency are those fixed for Working Journalists of 'B' class newspapers, and the Press Trust of India claims that it has implemented the directions contained in the Government Order, dated 29th May, 1959, with regard to the wages of its working journalists.

13. For a proper appreciation of the preliminary objections urged, it is also necessary to give a brief account of the history of this dispute and of the agreements, dated 3rd July, 1955 and 4th December, 1958, which have been specifically referred to in the schedule to the Government order of Reference.

14. It appears that the P.T.I. was established in 1949 to take over the business of the Associated Press of India, a subsidiary of Reuters, the British controlled international news agency, and also Reuters business in India. Membership of the Press Trust of India mainly consists of owners of newspapers in India, Burma and Ceylon. The P.T.I. has its head office in Bombay and has about 44 other Branch Offices throughout India. It employs in all 823 workmen of whom about 176 are working journalists employed in its various news bureaus throughout India. In 1951, the employees of the Press Trust of India raised an industrial dispute concerning their conditions of service, and in February 1953 a charter of demands was submitted, but an *ad hoc* arrangement was reached on 25th January, 1954 (Exhibit A to Federation's statement of claim). In December, 1954, a strike notice was served by the employees of the P.T.I. and on 3rd July, 1955 an agreement was reached between the Federation and the employers (Annexure B to the union's written statement of claim). The Federation submitted a second charter of demands on 24th April, 1958. The employers contended that the demand was premature as negotiations for an overall settlement were being conducted by the Government with newspaper establishments because of the situation created by the Supreme Court's judgment dated 19th March, 1958, in the Express Newspaper's case, above referred to, invalidating the decision of the Wage Board. On 14th June, 1958, Government promulgated Ordinance No. 3 of 1958, which I have noted earlier, and on the same day constituted the Wage Committee under section 3(1) of the Ordinance. On 16th September, 1958, the Act of 1958 received the assent of the President. Nothing appears to have happened in the meantime till the Federation served a forty eight hour's notice threatening a strike from 8th December, 1958, unless its demands were conceded. But after mutual discussions a settlement was reached by which an interim relief by way of an *ad hoc* increase in the emoluments of all the employees (drawing less than Rs. 1,000 per month) was granted as recorded in the P.T.I's letter, dated 4th

December, 1958, (exhibit C) to the Federation's statement of claim. I shall hereafter refer to this settlement as the staff agreement of 4th December, 1958. Thereafter, on 29th May, 1959, Government published the Wage Rate Order and the Federation not being satisfied with the rates of pay (including categorisation and classification) and dearness allowance thus prescribed for its working journalists, claimed for them the rates of pay which had been suggested by the Wage Rate Committee in its tentative proposals, and as the management had failed to meet its other demands contained in its charter of April, 1958, raised an industrial dispute, which Government was pleased to refer for adjudication to this Tribunal by its order dated 21st November, 1959, referred to earlier.

15. The first contention of Shri Thakore, the learned Counsel for the employers, in support of its first preliminary objection as to the validity of the order of reference and jurisdiction of this Tribunal, is that as the rates of wages of working journalists were fixed by the order of Government, dated 29th May, 1959, made under section 6 of the Act of 1958, they are, under the provisions of sections 7 and 8 thereof, binding on both the parties for the period of three years from the date of the Wage Rate Order i.e. from 29th May, 1959, and that there could be a review of those rates only if at the end of the three years, Government was of the opinion that circumstances existed that required that the rates of wages should be revised and that the revision could be made only by Government referring the question to a Wage Board, as provided for by section 8 of the Working Journalists Act. In other words, Shri Thakore has argued that in law there could be no industrial dispute which working journalists could raise in regard to their rates of wages and other matters covered by the Wage Rate Order during the pendency of that Order and that therefore the recital in the Government order of reference to this Tribunal dated 21st November, 1959, with regard to the existence of an industrial dispute and its action in referring this dispute to adjudication was illegal and in violation of the provisions of section 8 of the Act of 1958 and consequently this Tribunal has no jurisdiction to adjudicate on this reference. He has argued that as the Act of 1958 was a special piece of legislation relating to wage rates of working journalists its provisions could not be nullified by recourse to the Industrial Disputes Act. He has conceded that there is no express provision in the Act of 1958 prohibiting the raising of such an industrial dispute, but he has argued that on a proper construction of sections 7, 8 and 11 of the Act of 1958 an implied prohibition could be spelled out both against such an industrial dispute being raised by working journalists and against Government exercising the powers conferred upon it by the Industrial Disputes Act, 1947 of referring such a dispute to an Industrial Tribunal for adjudication. He has contended that the wage rates for working journalists as fixed by the Wage Rate Order could be revised only by a Wage Board if Government thought it necessary at the end of three years from the date of the Wage Rate Order to refer the matter to a Wage Board and or by an agreement between the parties as provided for by sub-section (3) of section 11 and by no other means.

16. He has next argued that the industrial dispute with regard to the pay scales of working journalists of the Press Trust of India was existing on 14th June, 1958 when Ordinance No. 3 of 1958 was promulgated and that the dispute was resolved when on 29th May, 1959 the Government by order under section 6 of the Act of 1958 accepted the recommendations of the Wage Committee and *inter alia* fixed the wages for working journalists recommended by the Committee. His argument was that on 14th June, 1958, Government could have referred this dispute to an Industrial Tribunal for adjudication under the Industrial Disputes Act, 1947, as by section 3 of the Working Journalists Act (Act 45 of 1955), the provisions of the Industrial Disputes Act, 1947, were made applicable to working journalists, but instead the Government promulgated the Ordinance and under its provisions referred the question of the fixing of rates of wages of working journalists to the Wage Committee and later enacted the Act of 1958 (Act 29 of 1958) giving retrospective effect to the action taken by it under the Ordinance, and therefore the industrial dispute ceased to exist and must be deemed to have been settled by the Wage Rate Order.

17. Lastly, Shri Thakore has argued that under section 8 of the Act of 1958 the Legislature intended to give finality to the wage rates for working journalists fixed under the Wage Rate Order for at least three years from the date the Wage Rate Order came into force and that in view of this provision there could not be any revision of wage rates unless those Wage Rates had been put an end to. In that connection he has sought to draw support from the provisions of section 19(3) and 19(6) of the Industrial Disputes Act, 1947 and has sought to argue that as no notice was given terminating the Staff agreement of 1955 and 1958, those agreements were still binding on the parties.

18. Shri Gokhale, the learned Counsel for the Federation, has submitted that the scope of the enquiry contemplated under the Industrial Disputes Act, 1947, on the one hand and of the Working Journalists Act and the Act of 1958 on the other, is different; that while under the Industrial Disputes Act, 1947, the existence of an industrial dispute or its apprehension by Government was a condition precedent to adjudication, the existence of an industrial dispute is not a condition precedent to put the machinery of the latter two acts into motion; that whilst under the Industrial Disputes Act an industrial dispute in a single unit could be referred to adjudication, the Wage Board and Wage Committee could be constituted only for dealing with an industrywise enquiry; that the Act of 1958 nowhere provides that the recommendation of the Wage Committee would have the same effect as that of an award of an Industrial Tribunal under the Industrial Disputes Act, 1947. He has argued that the functions and powers of the Wage Committee referred to in sections 4 and 5 of the Act of 1958 were only procedural and did not invest the Committee's recommendations with the force of an Award of an Industrial Tribunal under the Industrial Disputes Act; that whilst an award of an Industrial Tribunal under the Industrial Disputes Act, 1947, was binding on all the parties to the dispute the order of the Government under section 6 of the Act of 1958 was under section 7 thereof binding only on the employers and not on the working journalists. According to him section 7 cast an obligation on the employers to pay the rates of wages fixed by the Committee and created a right in favour of the working journalists to be paid such wages but did not prohibit them from raising an industrial dispute claiming higher rates of wages. According to him by the expression, "In no case less than the rate of wages specified in the order", whether construed as a minimum wage or otherwise, implied that the working journalists were free to raise an industrial dispute and claim higher rates of wages, if they were dissatisfied with the rates of wages fixed by the Wage Rate Order. His argument was that this was a benevolent measure of legislation and like other benevolent measures such at the Factories Act where the minimum hours of work and other conditions of service were fixed, it did not debar the workmen from claiming more than what the employers were under the statute bound to pay. According to him the expressions "shall be entitled to" and "not less than" appearing in section 7 mean that while the employers were bound to pay their working journalists wages not less than those fixed by the Wage Rate Order, the working journalists were at liberty to raise an industrial dispute claiming higher rates of pay than were fixed under the Act of 1958. He has emphasised that there is no provision in either of the two Acts (Act 45 of 1955 and Act 29 of 1958) prohibiting the working journalists from raising an industrial dispute claiming higher rates of wages. According to him the expression "in no case less" should not be construed as meaning, "in no case more". He has relied upon the proviso to sub-section (2) of section 11, which according to him, inasmuch as it protects awards made after the coming into force of the Act which give greater benefits than prescribed by the Government Order, implies that an industrial dispute could be raised claiming more. He has argued that this being a legislation protective in nature, any other interpretation to its provisions would lead to stagnation. He has argued that what was fixed by Government's order under section 6 was a minimum wage, in the sense that no employer in the industry could pay lower rates of pay than those fixed under it and applicable to him. He has urged that section 3 of the Working Journalists Act which makes the Industrial Disputes Act applicable to working journalists was introduced with a view to give protection to the working journalists as otherwise the protection granted by the proviso to sub-section 2 of section 11 of the subsequent Act would become illusory, as without section 3 there could be no machinery for fixing better conditions of service for working journalists than those prescribed by the Working Journalists Act.

19. Shri Gokhale in support of his argument that the order of the Government under section 6 was only binding on the employers, has pointed out that the marginal note to section 7 of the Ordinance was entitled "Order of the Central Government to be binding on all persons concerned", whilst this was changed in Section 7 of the Act of 1958 to "working journalists entitled to wages at rates not less than those specified in the order" and the deletion of the following words which appeared in section 7 of the Ordinance "shall be binding on all the employers and working journalists in relation to whom the order is made" from section 7 of the Act of 1958.

20. What the employers have argued is that as far as the question of the rates of wages of working journalists is concerned, by implication the provisions of the Industrial Disputes Act stand repealed or revoked as long as the rates of wages fixed by the Government order, dated 29th May, 1959, remain in force, and therefore the Working Journalists cannot raise an industrial dispute asking

for higher rates of wages and Government could not under the Industrial Disputes Act refer such a dispute to adjudication. Shri Gokhale, the learned Counsel for the Federation, has argued that there cannot be any such prohibition or revocation of the application of an existing Statute by implication. It is admitted that section 3 of the Working Journalists Act (Act 45 of 1955) makes the provisions of the Industrial Disputes Act, 1947 (XIV of 1947), as in force for the time being, applicable to or in relation to working journalists as they apply to or in relation to workmen within the meaning of that Act, but the employers contend that with regard to rates of wages under the provisions of sections 7, 8 and 11 of the Act of 1958, by implication the Industrial Disputes Act ceases to apply to the working journalists in respect of their rates of wages for the period during which the Government order of 29th May, 1959, remains in operation. Before I go to construe the language of the relevant sections of the Act of 1958, it is necessary to state that the well recognised rule of construction is that the language of every enactment must be construed as far as possible in accordance with the terms of every other Statute which it does not in express terms modify or repeal. This rule of construction has been stated by Maxwell as follows:—

> "The law, therefore, will not allow the revocation or alteration of a statute by construction where the words may be capable of proper operation without it. It cannot be assumed that Parliament has given with one hand what it has taken away with another. But it is impossible to construe absolute contradictions. Consequently if the provisions of a later Act are so inconsistent with or repugnant to those of an earlier Act, that the two cannot stand together, the earlier stands impliedly repealed by the later."
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> (Maxwell—Chapter VII p. 163—9th edition).

At page 173 it is stated:—

> "But repeal by implication is not favoured. A sufficient Act ought not to be held repealed by implication without some strong reason. It is a reasonable presumption that the Legislature did not intend to keep really contradictory enactments on the Statute Book or on the other hand, to effect so important a measure as the repeal of the law, without expressing an intention to do so. Such an interpretation therefore is not to be adopted unless it be inevitable. Any reasonable construction which offers an escape from it is more likely to be in consonance with the real intention."

21. I shall, therefore, bear these principles of construction in mind in construing the language of the provisions of sections 7, 8 and 11 of the Act of 1958 to see whether these sections by implication take away from the working journalists and the Government the rights conferred upon them by the Industrial Disputes Act of 1947.

22. The Working Journalists Act was enacted to regulate certain conditions of service of working journalists and other persons employed in newspaper establishments. In the forefront of that enactment is section 3, applying the provisions of the Industrial Disputes Act, 1947, as in force for the time being, to working journalist as they apply to or in relation to workmen. The only modification made in that enactment and that too in favour of working journalists is that working journalists are entitled to longer periods of notice in relation to retrenchment and special provision is made in respect of certain cases of retrenchment of working journalists effected prior to the coming into force of the Act. The Act contains certain specific provisions for payment of gratuity, grant of leave and regulated hours of work for the working journalists. Section 8 of the Act provides for the constitution of a Wage Board for fixing wages in respect of working journalists and section 9 provided the matters and circumstances to which the Wage Board was to give due regard in arriving at its decision. Section 10 provided for the publication of the decision of the Wage Board and section 11 provided that the Wage Board would in fixing the rates of wages exercise the same powers and follow the same procedure as an Industrial Tribunal under the Industrial Disputes Act does in adjudicating industrial disputes. The provisions of section 12 of the Act are, in my opinion, important for the present discussion, inasmuch as they provide that the decision of the Wage Board shall be binding on all employers in relation to newspaper establishments and every working journalist shall be entitled to be paid wages at a rate which shall in no case be less than the rate of wages fixed by the Board. The constitutionality of the Working Journalists Act was challenged by the employers before the Supreme Court in the Express Newspaper's case and one of the grounds urged was that the provisions of section 12 by which the decision of the Wage Board was made binding

on the employers only, was unreasonable and discriminatory and in violation of articles 19(1)G and 14 of the Constitution. Their Lordships in rejecting this contention held that there was nothing un-reasonable in section 12 of the Act making the decision of the Wage Board binding on the employers only (1959 SCR at pp. 137, 147, 160 and 165).

At page 147 of the judgment their Lordships observed:—

"The decision of the Board was to be binding on all the employers, though the working journalists were at liberty to further agitate the question under the Industrial Disputes Act if they were not satisfied with the decision of the Wage Board and wanted a further increase in their rates thus determined."

At page 165 of their judgment their Lordships observed:—

"The decision of the Wage Board was no doubt made binding only on the employers and the working journalists were at liberty to agitate the question of increase in their wages by raising an industrial dispute in regard thereto. Once the rates of wages were fixed by the Wage Board it would normally follow that they would govern the relationship between the employers and the working journalists but if liberty was reserved to the working journalists for further increase in their wages under the provisions of the Industrial Disputes Act there was nothing untoward in that provision and that did not by itself militate against the position that what was done for the benefit of the working journalists was a measure for the amelioration of their conditions of service as a group by themselves...."

23. These observations of their Lordships make it clear that the provisions of section 12 of the Working Journalists Act were not to be a bar against the working journalists raising an industrial dispute claiming higher rates of wages than those fixed by the Wage Board's decision but they were at liberty to agitate the demand for higher rates of wages under the Industrial Disputes Act.

24. Now, if we turn to the language of section 7 of the Act of 1958, it provides that subject to the provisions of section 11 every working journalist shall be entitled to be paid wages by his employer at a rate which shall in no case be less than the rates of wages specified in the order. I am conscious of the fact that section 7 has been subjected to section 11 and sub-section (1) of section 11 provides that among other provisions of the Working Journalists Act, section 12 shall have no effect in relation to the Committee. But at the moment, I am on the construction to be put on the expression, "at a rate which shall in no case be less than the rate specified in the order", which occurs in section 12 of the Working Journalists Act and which also appears in section 7 of the Act of 1958. In my opinion, the expression, "at a rate which shall in no case be less than the rate of wages specified in the order" in the context of the scheme of the Act, and the construction put upon that term by the Hon'ble Supreme Court, can only be construed as meaning that whilst the employers were bound to pay their working journalists wages not lower than those fixed by the Wage Rate Order, the working journalists were at liberty to claim higher rates of pay than those so fixed and to agitate for them under the Industrial Disputes Act. This construction is further supported by the fact that whilst section 11 specifies that the provisions of sections 8, 10, 11, 12 and 13 of the Working Journalists Act shall have no effect in relation to the Committee, it does not include therein section 3 of the Working Journalists Act, which extends the Industrial Disputes Act to working journalists, but keeps its application free. The position, therefore, is that the provisions of the Industrial Disputes Act continue to apply in relation to the Committee in other words, in respect of the rates of wages for working journalists the provisions of the Industrial Dispute Act will continue to apply. But section 7 has been made subject to the provisions contained in section 11 and it is therefore necessary to see whether the provisions of section 11 of the Act can in any way nullify the right of the working journalists to claim higher rates of wages under the Industrial Disputes Act, than those granted to them by section 7.

25. Now, section 11 bears the marginal note "Effect of Act on Working Journalists Act, etc." It has three sub-sections with an important proviso to sub-section (2). Sub-section (1) provides that sections 8, 10, 11, 12 and 13 of the Working Journalists Act shall have no effect in relation to the Committee. Now, section 8 of the Working Journalists Act deals with the constitution of the Wage Board; section 10 deals with the publication of the decision of the Wage Board and its commencement; section 11 deals with the powers and procedure of the

Board and section 12, whose provisions I have already discussed, bears the marginal note that the decision of the Wage Board shall be binding on all the employers and section 13 gives power to the Government to fix interim rates of wages. Now, in the Act of 1958 there are provisions contained in sections 3, 5 (1) to (4), 6 and 7 dealing with these matters and that is evidently why it was thought necessary to provide that these provisions of the Working Journalists Act shall have no effect in relation to the Committee. Furthermore, the provisions contained in sub-section (2) of section 11 and its proviso are important and may well be extracted here:

> "(2) The provisions of this Act shall have effect notwithstanding anything inconsistent therewith in the terms of any award agreement or contract of service, whether made before or after the commencement of this Act:
>
> Provided that where under any such award, agreement, contract of service or otherwise, a working journalist is entitled to benefits in respect of any matter which are more favourable to him than those to which he would be entitled under this Act, the working journalist shall continue to be entitled to the more favourable benefits in respect of that matter, notwithstanding that he receives benefits in respect of other matters under this Act."

Sub-section (2) undoubtedly provides that the provisions of the Act shall have effect notwithstanding anything inconsistent therewith contained in any award, agreement or contract of service whether made before or after the commencement of the Act. In other words, the provisions of this Act, which would include the rates of wages recommended by the Wage Committee and fixed by Government under section 6, shall have effect notwithstanding any inconsistent rates of wages which might have been provided in the terms of any award, agreement or contract of service, made either before or after the commencement of the Act. The term "inconsistent" has not been defined in the Act, but bearing in mind that this is a protective measure and also bearing in mind the protection granted by the proviso to sub-section (2), the term must be held to mean that where any award, agreement or contract of service gives less favourable terms in respect of any matter than those granted by the Wage Rate Order, the more favourable terms under the Wage Rate Order would prevail. The proviso to sub-section (2), however, protects the more favourable benefits which are granted by an award, agreement or contract of service, whether made before or after the commencement of the Act. It is, therefore, clear that what the Legislature contemplated was (i) that even after the commencement of this Act there could be an award made under the Industrial Disputes Act, which would grant the working journalists better rates of wages than those fixed under the Act of 1958 and that (2) those rates would have preference over the rates of wages fixed under the provisions of the Act *i.e.* by the order of the Government made under section 6 of the Act of 1958. I am inclined to feel that I am supported in this construction, by the fact that section 16 of the Working Journalists Act also contained similar provisions. Section 16 of the Working Journalists Act bears the marginal note "Effect of laws and agreements inconsistent with this Act," and sub-section (1) and the proviso thereof provided—

> "(1) The provisions of this Act shall have effect notwithstanding anything inconsistent therewith contained in any other law or in the terms of any award, agreement or contract of service, whether made before or after the commencement of this Act:
>
> Provided that where under any such award, agreement, contract of service or otherwise, a newspaper employee is entitled to benefits in respect of any matter which are more favourable to him than those to which he would be entitled under this Act, the newspaper employee shall continue to be entitled to the more favourable benefits in respect of that matter, notwithstanding that he receives benefits in respect of other matters under this Act."

It will be noticed that the language of sub-section (2) of section 11 of the Act of 1958 is the same, except that the words "contained in any other law or" are omitted. The proviso to sub-section (1) of section 16 of the Working Journalists Act is also in identical terms with the proviso to sub-section (2) of section 11 of the Act of 1958. Sub-section (2) of section 16 of the Working Journalists Act is also in identical terms with sub-section (3) of section 11 of the 1958 Act. The whole Act of 1955 came under close scrutiny of the Hon'ble Supreme Court which held that under section 12 of the Act, which undoubtedly was governed by section

16 of the Act of 1955 the decision of the Wage Board was made binding on the employers, but left the working journalists at liberty to further agitate the question by raising an industrial dispute under the Industrial Disputes Act, and I am of the opinion that the same would be the interpretation to be placed on section 7 read with section 11 of the Act of 1958 with regard to the Wage Rate Order.

26. I do not agree with the contention sought to be put by the employers on the provisions of sub-section (3) of section 11 that it means that the only other way besides the revision at the discretion of Government by reference to a Wage Board at the expiry of 3 years from date of the Wage Rate Order, in which a working journalist could get more favourable terms in respect of his rates of wages than are fixed by the Wage Rate Order would be by entering into an agreement with his employer for such higher rates of wages, and by no other method. I do not agree with Shri Thakore's argument that sub-section (3) only contemplates an agreement by or in respect of an individual working journalist and not a collective agreement in settlement of a collective dispute. In my opinion sub-section (3) of section 11 provides that if the rates of wages are higher under an agreement than those fixed by the Wage Rate Order, the former would prevail. It does not mean as sought to be argued by the management that the only other method by which the working journalists can get better and higher rates of wages than are fixed by the Wage Rate Order is by an agreement between an employer and his workmen. In my opinion sub-section (2) and its proviso and sub-section (3) of Section 11 do not seek to limit the manner in which the working journalists can get higher rates of pay than fixed by the Government Order, as the employers seek to argue, but that these provisions grant working journalists a further protection. In my opinion the last clause of the proviso to sub-section (2) of section 11 is also intended to further protect the workmen, inasmuch as it protects the more favourable benefits in respect of other matters he may have got under the Act, inspite of the fact that under the terms of an award, agreement or contract of service he may have got more favourable terms and conditions of service in respect of some matters than are provided in respect of those same matters in the Wage Rate Order.

27. With regard to the provisions of section 8 the argument is that as the rates of wages fixed under the Wage Rate Order could be reviewed by the Central Government only after expiry of 3 years from the date of the Wage Rate Order, *the working journalists could not agitate for higher rates of wages and the* Central Government could not, under the Industrial Disputes Act, refer such an industrial dispute for adjudication, during that period. But Section 8 does not in terms provide for such a prohibition, and it is for this reason that Shri Thakore had to argue that such an interpretation should be spelled out by implication. But the theory of implied revocation can only apply if the provisions in the later act are so inconsistent with the provisions of the earlier statute that it would not be possible to reconcile the provisions of the two acts. In my opinion, it is possible to reconcile the provisions of section 3 of the Working Journalists Act with the provisions of sections 7, 8 and 11 of the Act of 1958. When Government fixed the period of three years it meant to provide that the rates of wages fixed by the wage rate order were to remain binding on the employers for that period and that if at the end of the 3 years Government was of the opinion that circumstances had so altered as to justify a revision it was to constitute a Wage Board as provided in section 8 of the Working Journalists Act and when Wage Board was so constituted the provisions of the Working Journalists Act would apply to it. If the Legislature had intended that working journalists were not to be at liberty to agitate for higher rates of wages during all this period, it could easily have provided for it by specifically stating so in section 8 of the Act. In the absence of any such direction and bearing in mind that the provisions of section 3 of the Working Journalists Act have not under sub-section (1) of section 11 been made inapplicable in relation to the Committee, *i.e.* in the matter of fixation of rates of wages, I am inclined to hold that it was never intended by the Legislature that no industrial dispute could be raised by working journalists or the same referred by Government to a Tribunal under the Industrial Disputes Act, 1947 in respect of their rates of wages during the period in which the order of Government dated 29th May 1959, remained in force. In my opinion, as argued by Shri Gokhale the change in the marginal notes and in the provisions of section 7 of the Act of 1958 from those contained in section 7 of the Ordinance No. 3 of 1958 which it replaced, are also significant and were made by the Legislature with a definite object in mind. Section 7 of the Ordinance had provided that subject to the provisions of section 10 of the Ordinance, which is identical with section 11 of the Act of 1958, the order of the Central Government *would be binding on all the employers and working journalists in relation to whom the order had been made* and every working journalist would be entitled to claim wages at rates

which shall in no case be less than the rate of wages specified in the order, but in section 7 of the Act the direction for the order being "binding on all employers and working journalists in relation to whom the order has been made" had been deleted (underlining mine. I think this change was effected by the Legislature with a definite object namely that whilst under the terms of the ordinance the Wage Rate Order was to be binding on all working journalists also which meant that they would not be free to raise an industrial dispute claiming higher rates of wages for the period of 3 years, under the Act the order was not to be made binding on the working journalists for the period of three years, but was meant to keep them free to claim more favourable terms of wages than fixed by the Order, whilst placing an obligation on the employer to pay every working journalist rates of pay not less than those fixed by the Order.

28. It is significant that in the order of reference, what this Tribunal is asked to decide is whether the working journalists of the P.T.I. should be given terms of employment in respect of the matters specified therein, which are *more favourable* than those to which they are entitled under the Government Notification dated 29th May 1959 (underlining mine). The expression "more favourable terms" has clearly been adopted from the provision to sub-section (2) of section 11 of the Act of 1958. This is so because under this proviso it was contemplated that there could be an award of a Tribunal made after the Act came into force which could grant more favourable terms in respect of rates of wages than are fixed under the Wage Rate Order. It is also significant to remember that this industrial dispute was originally raised by the workmen long prior to the date of the Wage Rate Order.

29. If the construction sought to be placed by the employers on the provisions of section 7, 8 and 11 of the Act of 1958, and the theory of implied revocation of the Industrial Disputes Act, 1957, were to be accepted, it would mean that as there is no period prescribed, after the expiry of the period of three years from the order, dated 29th May 1959, during which the Government was to decide that circumstances existed which required that the rates of wages specified in the order should be revised by the appointment of a Wage Board, the Government could, indefinitely, say for a period of 10 years or even more, not consider the revision and the wage rates fixed by its order would continue to be binding on all the newspaper establishments and their workmen, because as argued by Shri Thakore the working journalists by implication were not to be at liberty to raise an industrial dispute and Government had no power to refer such a dispute for adjudication under the Industrial Disputes Act.

30. I am conscious of the directions for re-classification contained in para 22 of the Wage Committee's recommendation which provides that it should be open either to the employees or to the employer to seek re-classification of a newspaper or a news agency at any time after the accounting year 1960 on the basis of the average revenues of the three immediately preceeding accounting years provided that such re-classification should not be sought more than once in any period of three consentive accounting years. But apart from the fact that the machinery for effecting such re-classification is not provided for in the Act, because the direction for the right to claim re-classification is consequent upon the particular scheme of classification adopted by the Committee, such a direction does not help the working journalists of a class I News agency *i.e.* the Press Trust of India because even if its average gross revenue for 3 years were to go up to say Rs. 1 crore a year, its working journalists would not be entitled to a higher rate of wages than prescribed by the Wage Rate Order, for B class newspaper establishments because there would never be a chance for this news agency being put in a higher class, while if the gross revenue of a "B" class newspaper were to go beyond Rs. 50 lakhs, on an average over a period of 3 years they would under the scheme of re-classification seek to be placed in the "A" class and would become entitled to the higher scales of pay fixed for "A" class newspapers. I do not think the Legislature had contemplated placing any such a disability. Due to a construction would also imply that even if in an individual establishment say like the P.T.I. both employers and the employees desired that an industrial dispute between them relating say to basic wages or rate of dearness allowance should be decided by reference to adjudication to an Industrial Tribunal under section 10(2) of the Industrial Disputes Act, 1947, they would be unable to make such an application to Government and the Government would be unable to refer the dispute to a Tribunal because the revision with regard to wages has to be industrywise and not unitwise and that too by a Wage Board and the ..... remedy under the Industrial Disputes Act would not be available to them during the pendency of the Wage Rate Order. I do not think that such an eventuality

was at all contemplated by Parliament when it enacted the Act of 1958. For all these reasons I reject the first contention of Shri Thakore.

31. I am not impressed by the second contention of Shri Thakore that as on 14th June 1958, when Ordinance No. 3 of 1958 was promulgated this industrial dispute was in existence and that instead of referring the same to adjudication under the Industrial Disputes Act, 1947, Government had promulgated the Ordinance No. 3 of 1958, the dispute was resolved when on 29th May 1959, the Government under section 6 of the Act of 1958 made the recommendations of the Wage Committee binding on all the working journalists of the P.T.I. First of all, this contention presupposes that Government was on 14th June 1958 aware or seized of an industrial dispute between the P.T.I. and the Federation. There is nothing on the record to establish this presumption. Secondly, as I have pointed out the industrial dispute for higher rates of wages for working journalists of the P.T.I. than those fixed by the Wage Rate Order was raised after the Wage Rate Order was published on 29th May 1959. Even otherwise, in view of what I have stated on the first contention of Shri Thakore, this contention must also fail and is rejected.

32. With regard to the third contention of Shri Thakore about the finality of the Wage Rate Order for three years under section 8 of the Act of 1958 I have already dealt with it when dealing with the first contention of Shri Thakore, and I have held that the finality, if any, is that the Wage Rate Order is made binding on all the employers for a period of three years, but leaves the working journalists free to ask for better rates of wages. I do not think the provisions of sections 19(3) and 19(6) of the Industrial Disputes Act which deal with the period of operation of awards and settlements can apply to the Wage Rate Order or the agreements of July 1955 or December 1958. Sub-section 3 of section 19 provides that an award shall ordinarily remain in operation for a period of one year from the date from which the award becomes enforceable under section 17A, with powers to the appropriate Government to reduce the period and fix such period as it thinks fit or to extend it for a period not beyond one year at a time, so however that the total period does not exceed three years. Sub-section (6) provides that notwithstanding the expiry of the period of operation under sub-section (3) the award shall continue to be binding on the parties until a period of two months has elapsed from the date on which notice is given by any party bound by the award to the other party or parties intimating the intention to terminate the award. Clearly if it was the intention of the legislature that these provision or provisions similar to them would apply to the Wage Rate Order it would have so provided. Elsewhere in this Award, I have rejected the contention of the employers that the Wage Rate Order was in effect the settlement of the dispute regarding journalists raised by the Federation in 1958. In any case the provision of two months' notice contained in sub-section (6) of section 19 of the Industrial Disputes Act cannot apply even by way of an analogy. Those provisions also cannot apply to the agreements of 3rd July 1955 and 4th December 1958, as they were not agreements or settlements under the Industrial Disputes Act, 1947. For this reason I also reject this contention of Shri Thakore.

33. The result of all this discussion is that I answer issue No. 1 in the negative and hold that this reference is a valid and legal reference and I have jurisdiction to entertain the same.

34. Because I am holding that this reference is compitant it does not mean that I shall not give the utmost weight and consideration to the rates of wages for working journalists and their classification as recommended by the Wage Committee and which are now enforced by Government Notification, dated 29th May 1959. These rates of wages were fixed by the Committee after giving consideration to all the matters referred to in sub-section (1) of section 9 of the Working Journalists Act and the other matters referred to in section 4 of the Act of 1958, particularly the observations of their Lordships of the Supreme Court in the Express Newspapers case. The Committee in fixing the rates of wages has given due consideration to the representations made by the parties in submitting their objections to the Wage Board decision and the capacity of the employers to pay. In assessing the capacity the Committee had the assistance of authorised officers—of the rank of income-tax officers who closely examined the financial position of the industry and also examined the financial burden which would be imposed on the industry as a result of the recommendations finally made by it. It might also be noted that the Committee at first made tentative proposals and finalised its recommendations only after the reactions of both employers and the organisations of the workmen were available to it on its tentative proposals. I am quite conscious that the rates of wages fixed after such an elaborate enquiry

are not to be lightly interfered with. It was also admitted by Shri Vardachari the Secretary of the Federation, that all the grounds which the Federation had urged in support of the demand for higher rates of pay before this Tribunal had been urged by it also before the Wage Committee. In view of this, Shri Gokhale at the hearing, fairly conceded that the schemes of rates of wages, classification and categorisation as made by the Committee and applicable to the P.T.I. should be altered only if the Tribunal was satisfied that a strong case had been made out for interference. I am also conscious that the rates of wages and scheme of categorisation and classification have been generally adopted in the newspaper industry and the effect has been to introduce peace after a long and protracated industrial dispute and I am most anxious not to disturb that peace. Shri Shah has forcibly emphasised this aspect and I am conscious of my heavy responsibility in the matter. I have, therefore, under my award made only such changes in the Wage Rate Order as applicable to the Working Journalists of the P.T.I., as I am satisfied are absolutely necessary to meet the ends of justice. I may state that I am also conscious that as far as working journalists are concerned this is a limited reference inasmuch as I am called upon to decide what more favourable terms of employment the working journalists are entitled to them those fixed for them under the staff agreements of 1955 and 1958 and by the Notification No. S.O. 1527, dated 29th May 1959 issued by the Ministry of Labour and Employment.

35. The second issue as settled is in following terms:—

> "Is the Government Order of reference dated 21st November 1959 bad in law and invalid on the ground that no specific demands have been referred to adjudication with regard to both working journalists and other employees and on the ground of vagueness of terms of reference as contended by the Press Trust of India in para 3(b) of its written statement dated 3rd March, 1960."

The P.T.I. in para 3(b) of its written statement has submitted that as no specific demands are referred to adjudication the terms of reference are vague and therefore bad in law and consequently this Tribunal has no jurisdiction to adjudicate on the dispute.

36. Shri Thakore, for the P.T.I., at the hearing argued that as the Government order of reference does not refer to the particular demands of the workmen which had given rise to the industrial dispute, the reference is bad for vagueness He has urged that as the Government order does not refer any specific demands to adjudication it is not possible to know whether the dispute referred to adjudication is in respect of the demands contained in the statement exhibit E, attached to the written statement of claim of the Federation, dated 11th January 1960.

37. In my opinion, there is no substance in this contention of the management. The Government order of reference recites that an industrial dispute exists between the Press Trust of India and its employees. The existence of the industrial dispute between the P.T.I. and its working journalists and other workmen is not denied. The order further recites that the dispute is with regard to the matters specified in the schedule to the order of reference. In the schedule the dispute is stated as being whether the workmen, namely the employees of the Press Trust of India, should be given terms of employment in respect of grades and scales of pay, dearness and other allowances, provident fund, gratuity, leave, probation and age of retirement, which are more favourable than those to which they are entitled under the agreements between them and their employees, dated 3rd July 1955 and 4th December 1958 and in the case of employees who are working journalists under the notification No. S.O. 1257, dated 29th May 1959 of the Ministry of Labour and Employment. Thus the parties to and the subject matters of the dispute are clearly specified in the schedule to the order of reference. In the case of the India Paper Pulp Co. Ltd., and the Indian Paper Pulp Workers' Union and another (1949 LLJ page 258) the Federal Court held that section 10 of the Industrial Disputes Act does not require that the particular dispute should be mentioned in the order but it is sufficient if the existence of a dispute and the fact that the dispute is referred to adjudication are clear from the order. This decision of the Federal Court was followed by the Hon'ble Supreme Court in the leading case of the State of Madras, Appellants vs. C. P. Sarathy and another, respondents (1953 I LLJ page 174) in which it was held that whilst it is desirable that in making a reference Government should indicate the nature of the dispute it must be remembered that Government acting under section 10 is doing an administrative act and the Court cannot canvass the order closely as if it was a judicial or quasi-judicial act. The Supreme Court in that judgment did not approve of certain decisions to the effect "that if a dispute is to be referred to a

tribunal the nature of the dispute must be set out just as it would if a reference were made to an arbitrator in a civil dispute. The Tribunal like any other arbitrator can give an award on a reference only if the points of reference are clearly placed before it." Their Lordships of the Supreme Court observed that that, "anology was somewhat misleading" and held that "the scope of adjudication by a tribunal under the Act is much wider as pointed out in the Western India Automobile Association's case (1949 LLJ page 245) and it would involve no hardship if the reference also is made in wider terms provided of course the dispute is one of the kind described in section 2(k) and the parties between whom such dispute has actually arisen or is apprehended in the view of Government are indicated either individually or collectively with reasonable clearness". In my opinion the present reference order more than satisfies the tests laid down by the Hon'ble Supreme Court. In the instant case the parties to the dispute are mentioned by name and the subject matters of the dispute have been clearly specified under certain heads stated in the schedule to the order of reference. It is admitted that in April 1958 the Federation of the P.T.I. Employees' Unions had served a charter of demands on the employers with regard to both the working journalists and other employees, and after the Wage Rate Order of 29th May 1959 was published, correspondence admittedly ensued between the management and the Federation in which certain demands were made on behalf of working journalists in addition to those made on their behalf in the charter of demands of April 1958.

38. I, therefore, answer this issue in the negative and hold that the order of reference is legal and valid and I have jurisdiction to entertain this reference.

39. It was next argued by Shri Thakore, learned Advocate for the employers that if it was held that the reference was bad as to the working journalists employed by the P.T.I. it must be held to be bad in law also with reference to the non-working journalist employees of the P.T.I. Shri Thakore's contention was that since the agreements of 3rd July 1955 and 4th December 1958 covered both working journalists and non-working journalists, if it was held that the working journalists were not covered by the dispute, the same must be held with regard to the non-journalists employees also, as the dispute concerning working journalists and non-working journalists was inseparable. There is, in my opinion, no substance in this contention also. Apart from the fact that I have held that this reference is valid and proper with regard to the working journalists, in my opinion the demands with regard to the non-working journalists are clearly separable from demands made for the journalists and are capable of adjudication separately. The working journalists and the non-working journalists from two separate groups and it would be possible to adjudicate on this reference in respect of non-working journalists, even if the working journalists were to be excluded and in the order of reference also this distinction has been maintained. This contention therefore also fails and is rejected.

40. Issue No. 3 is in 3 parts, as follows:—

Issue No. 3(a) is whether in the case of non-journalists the Tribunal has jurisdiction to adjudicate upon any of the demands for the 22 allowances listed therein, which are claimed by the statement of claim of the Federation. Issue No. 3(b) is whether in the case of working journalists the Tribunal has jurisdiction to adjudicate upon the demands for any of the 12 allowances listed therein. Issue No. 3(c) is whether the Tribunal has jurisdiction to adjudicate upon the demand for promotion as claimed by the Federation in paras. 83 and 84 of its written statement.

41. With regard to all these three points, the common submission of Shri Thakore, for the P.T.I., was that as under the terms of reference the question was whether the employees of the P.T.I. are entitled to conditions of service more favourable than those to which they are entitled to under the agreement of 3rd July 1955 and 4th December 1958 and the Government Order of 29th May 1959, the enquiry with regard to these allowances should be restricted only to those allowances which they are getting at present and should not be extended to any other allowances. Shri Thakore's point was that even if the P.T.I. was granting certain allowances which were not covered by the agreements of 3rd July 1955 and 4th December 1958 and the Government order, dated 29th May 1959, there could be no adjudication on the question whether there should be an improvement in the rates and terms of those allowances because under the terms of the reference the enquiry should be restricted to those allowances only which had been granted to the workmen by the agreements of 3rd July 1955 and 4th December 1958 and the Government order, dated 29th May 1959. I am afraid this is putting an un-justifiably narrow interpretation on the order of reference. The schedule

to the order of reference in respect of allowances refers to "dearness and other allowances". It does not enumerate what the "other allowances" are. This much however is clear that in the term "other allowances" are included allowances other than dearness allowance. We must, therefore, look for what those "other allowances" are in terms of the demands which the workmen had made or which were made on behalf of the workmen in raising this industrial dispute prior to the order of reference. Now, it is admitted that in the charter of demands of April 1958, the following 12 allowances were specifically claimed, namely (1) dearness allowance (2) location allowance (3) settlement allowance (4) night duty allowance (5) cycle allowance (6) cash allowance (7) house rent allowance (8) overseas allowance (9) conveyance allowance (10) overtime allowance (11) officiating allowance and (12) equipment allowance. These allowances were claimed for both working journalists and non-working journalists. Now, it is admitted that in the agreement of 3rd July 1955 the only allowance over which a settlement was reached was the dearness allowance. But it is not denied that most of these 12 allowances referred to in the charter of demands of 1958 were being paid, at the time this dispute was referred to adjudication, at one or the other centres of the P.T.I. It is also admitted that whilst the Wage Rate Order had fixed, besides the scales of pay, only the rate of dearness allowance for working journalists the Wage Committee in para 29 of Chapter III under the heading "other allowances" has observed as follows:—

> Para 29. "In view of the paucity of evidence on the subject the Committee recommends that the fixation of conveyance, entertainment, travelling, overseas and other allowances should be left to collective bargaining between the working journalists and newspaper establishments."

42. It will thus be seen that even the Wage Committee was considering the demands for allowances for working journalists other than those of dearness allowance but that it could not reach a conclusion about them because of paucity of evidence on the subject.

43. One of the questions before this Tribunal is whether the working journalists are entitled to terms of employment in respect of dearness allowance more favourable than those given to them under the Government order, dated 29th May 1959. In fact the union had as far back as in April 1958 by its charter of demands of that month claimed for working journalists other allowances some of which came up for consideration by the Wage Committee. The Federation by its letter of 9th March 1959, addressed to the P.T.I. forwarded a resolution, dated 6th September 1959 which had been unanimously adopted by its general council. The resolution was in these terms:—

> "This meeting of the General Council of the Federation of the P.T.I's employees' unions having heard from the Negotiating Committee a report on their talks with the representatives of the P.T.I. Board of Directors on September 1 and 3 1959 reaffirms its stand that a revision of the 1955 agreement for both journalists and non-journalists is essential on the basis of the revised charter of demands and the Federation's second memorandum to the Wage Committee for working journalists."

It may be noted that the Federation's second memorandum to the Wage Committee was its representation on the Committee's tentative proposals (Exhibit W-10). In that representation the Federation had specifically claimed dearness and location allowance and with regard to other allowances its submission was that at least those allowances which are permissible under the Government of India rules for the information service may be recommended instead of leaving it to the parties for collective bargaining.

44. The union has in its written statement of claim in this reference asked for many more allowances than those claimed by it in its second charter of demands of April 1958 and or in the correspondence between it and the management that ensued thereafter uptil the date of the reference.

45. I am, therefore, of the opinion on issue Nos. 3(a) and (b) that under this reference the demands for the 11 allowances, in addition to the demand for dearness allowance, claimed by the Federation in its charter of demands of April 1958 is maintainable in respect of both non-working journalists and working journalists and that the other allowances in addition to these twelve claimed by the Federation in its written statement cannot be included in the expression "other allowances" appearing in the schedule to the Government order of reference

and I would therefore have no jurisdiction to entertain the same. I answer issues 3(a) and (b) accordingly.

46. With regard to issue No. 3(c) relating to promotion, this is not one of the subject heads referred to in the schedule to the order of reference. No doubt there was a demand regarding promotion in the charter of demands of April 1958 but that subject matter has not been covered by the terms of reference and I, therefore, hold that I have no jurisdiction to entertain any demand in respect of promotion.

47. Before dealing with the demands on their merits I think it necessary to give a brief account of the history of the Press Trust of India and deal with its financial structure and present position and capacity to meet the demands of the workmen on a reasonable and fair basis.

48. The Press Trust of India was, incorporated as a limited company in 1947 with an authorised share capital of Rs. 25 lakhs made up of 25,000 shares of Rs. 100 each of which the subscribed capital is only Rs. 4,17,750, on 4210 fully called up shares, less calls un-paid. The company has also floated debentures of the value of Rs. 10 lakhs at 4½ per cent interest which it has now redeemed to the extent of Rs. 6 lakhs. The company has, however, so far paid Rs. 4,19,000 as interest on the debentures from its profits and revenue accounts. In 1949, the company took over the business of the Associated Press of India Ltd., which was a subsidiary company owned by Reuters Ltd., and also Reuters business in India. The company entered into a partnership with Reuters limited which was dissolved in 1953. In the same year an agreement was reached with Reuters for the purchase of their world service for distribution and sale in India. The P.T.I. is a national news agency having its branches in 44 centres in India.

48-A. Till recently there were three news agencies functioning in India, namely the P.T.I., the U.P.I. and the Hindustan Samachar Service but the last named need not be considered as it was established only in January 1957 and has a gross revenue of about Rs. 1 lakh. It is, as stated by the Wage Committee in its report, in the process of building up and had acquired only three teleprinters by 1959. The United Press of India which had been functioning in this country for a period of 30 years closed down in about August 1958, evidently due to financial difficulties and since then the P.T.I. is the only National news agency functioning in the country.

49. By a unanimous decision the Divatia Wage Board for working journalists had directed that all national news agencies, which included the P.T.I., should be treated on the same basis as class A daily newspapers. Under this decision it is admitted that the P.T.I. working journalists would have received the same rates of wages as were fixed by the Wage Board for working journalists of class A newspapers. However, the Wage Committee has recommended for the working journalists of the P.T.I. the same scales of pay as are recommended by it for class B newspapers. In doing so in paragraph 67 of its Report the Wage Committee observed, "this in itself in a way is a concession in an establishment the gross revenue of which is about Rs. 50 lakhs". Evidently, the gross revenue of Rs. 50 lakhs referred to by the Wage Board was gathered from the audited balance sheet of the company for its financial year 1956-57 ended 31st December 1957, which has been filed before me as part of exhibit E-4, for which year the total subscription revenue of the P.T.I. was Rs. 47·87 lakhs and the gross revenue Rs. 49·13 lakhs. I may state that the Wage Committee has defined the terms gross revenue, in the case of a news agency, as meaning its subscription revenue. In 1958 the total subscription revenue of the Press Trust of India was Rs. 49·68 lakhs and the gross revenue went up to Rs. 50·23 lakhs. The audited accounts of the P.T.I. for the year 1959, ended 31st December 1959, which was adopted at its twelfth annual general meeting held on 3rd September 1960 have been filed in these proceedings and marked as exhibit E. This shows that the total subscription revenue alone for that year was Rs. 55·40 lakhs and the gross revenue Rs. 56·60 lakhs. Thus from 1956-57 to 1959-60 the subscription revenue of the P.T.I. has gone up from Rs. 47·87 lakhs to Rs. 55·40 lakhs i.e. by nearly 7·53 lakhs and its gross revenue has gone up from Rs. 49·13 lakhs to Rs. 56:60 i.e. by nearly 7·47 lakhs. This rise in the revenue of the P.T.I. was ascribed by the management largely to the monopolistic position this news agency had acquired since September 1958 with the closure of the U.P.I., which according to the company had resulted in its subscription revenue increasing by an amount of Rs. 27,500 per month. Even if full value were to be given to this statement of the management, it would account for a rise of about Rs. 3·2 lakhs in its revenue for 1959. Even discounting this fact the gross revenue of the P.T.I. from 1959 was well over Rs. 53 lakhs

which on purely gross revenue basis would justify its being placed on a par with A class newspapers.

50. One of the sources of revenue of the P.T.I. is from Government for news supplied to (a) the A.I.R. (b) some Ministries of the Central Government and (c) State Governments. The agreement of the P.T.I. with the A.I.R. expired on 31st March 1958 and the case of the P.T.I. both before the Wage Committee and before me at the initial stages of this dispute was that it was meeting with considerable resistance from Government for its claim for an increase in the rate of subscription for the news supplied by it for All India Radio, the suggestion being that it was not likely that the P.T.I. would get increase in its rates of subscription for the A.I.R. It appears that upto 1st April 1956 the basis of payment by the A.I.R. was on a rate per radio licence issued, but from 1st April 1956 the A.I.R. has paid a fixed sum of Rs. 6·50 lakhs per annum. When this contract expired on 31st March 1958, the P.T.I. again asked for an increased rate calculated at the rate of Re. 1 per radio licence, which would have brought in a subscription revenue of nearly Rs. 10 lakhs per year. Negotiations went on over this for about two years and on 16th July 1960 Government agreed to enhance the rate of payment for the A.I.R. service from Rs. 6·50 lakhs to Rs. 7·15 lakhs *i.e.* an increase of Rs. 65,000 per year. The important point is that this enhanced rate has been granted with retrospective effect from 1st April 1958. This in effect means that the gross revenue of the P.T.I. in 1958 and 1959 was in effect higher by Rs. 65,000 in each of those years than is shown by it in its published accounts and this will no doubt be reflected in its accounts for the future years.

51. Since February 1960 the P.T.I. has also been subscribing to Agence France Presse (AFP—Service), another international news agency. Shri K. N. Ramanathan, General Manager of the Press Trust of India in his evidence stated that the P.T.I. started subscribing to this service because the newspapers who are its subscribers had been asking for more comprehensive foreign news coverage. Shri Ramanathan was careful to state that the additional expenditure so far incurred on this service was Rs. 17,500 per month. Shri Ramanathan, however, in his evidence did not say a word about the P.T.I. supplying this service to the Government of India and the rates, if any which it was to charge Government for it. But during the stage of arguments at the hearing, the Federation pointed out that this service has also been supplied to the Government and that the Government had agreed to pay the P.T.I. Rs. 50,000 per year for it from 15th February 1960. I have not the least doubt that if the P.T.I. was so minded this service could not only prove self-sufficient but also prove an additional source of revenue to it. But one thing is clear that with the increase of Rs. 65,000 per year in the rate of subscription from the A.I.R., since 1st April 1958, and Rs. 50,000 paid by the Central Government for the A.F.P. service there has been an increase in the revenue of the P.T.I. by Rs. 1,15,000 per year with effect from 15th February 1960, which is a substantial increase in its annual revenue secured by it since the Wage Rate Committee made its assessment of its financial position.

52. Out of a total of 122 shareholders of the P.T.I. 72 are newspaper subscribers. The articles of association of the P.T.I. provide that no shareholder can continue if he is not a subscriber. The Federation at the hearing argued, and I think with considerable justification, that the paying capacity of the P.T.I. should not be judged from its balance sheets and profit and loss accounts as the rates which the P.T.I. charges for its services are low and unrealistic, because it seeks to give its shareholders the maximum service at the lowest rate and that there is considerable scope for the P.T.I. to increase its revenue. As against this, the case of the P.T.I. before me, as it was before the Wage Rate Committee, is that the sources of its revenue are inelastic and limited and that its newspaper subscribers have been resisting any increase in the rates because their expenses have also gone up mainly because of the rise in the wages of their employees. The P.T.I. has stated that it had been incurring losses and has filed a statement showing the profits and losses it has suffered for the period from 1949 to 1958 (Ex. E.5). In support of its argument that there is a resistance from its subscribers to any further increase in its subscription rates it was stated that when in 1958 a 10 per cent surcharge was levied on all bills of subscription of newspapers the P.T.I. had expected a yield of Rs. 24,0000 per month but had actually got a yield of only Rs. 13,0000, because some newspapers ceased to subscribe and others took in a lower service. This was also stated by the P.T.I. to the Wage Committee which evidently accepted its statement because it has noted it in paragraph 65 of its Report in the following words:—

> "That a 10 per cent increase in the rates brought in only 5 per cent additional revenue (though this had since increased to 7 per cent.)"

53. Now, on this point Shri Ramanathan in his examination-in-chief stated that later some of the newspapers which had ceased to subscribe had come back. But in his cross-examination he had to admit that almost all the subscribers had come back and that the revenue of Rs. 13,000 was received only in the first two months of the levy of the surcharge and that this surcharge now yields a revenue of Rs. 29,000 per month, which is substantially more than the anticipated income of Rs. 24,000. It will thus be seen that the P.T.I's plea, on which it has laid considerable emphasis, that an increase in rates does not yield a proportionate increase in revenue has not been established. To my mind there is not the least doubt that the P.T.I. is run for the benefits of its subscribers and that the rates which it charges them are low and capable of considerable increase and that even on the present structure of its rates, the revenue of the P.T.I. is bound to go up from year to year because of the increase in the circulation of the newspapers, as is borne out by the company's statement exhibit (E-33) where the average increase in revenue due to six monthly increase in circulation of newspapers, is shown as being about Rs. 2,310 per month, which as pointed out by the union should really be double that amount *i.e.* about Rs. 4,620 per month. It may here be stated that the P.T.I. has at present three classes of service for which it charges at the following rates:—

Basic subscription	*Circulation surchage*
A service—Rs. 3600/- per month	Rs. 133/33 per unit of 2,500 over 10,000 circulation.
B service—Rs. 2000/- per month	Rs. 74 per unit of 2,500 over 10,000 circulation.
C service—Rs. 1200/- per month	Rs. 44/50 per unit of 2,500 over 10,000 circulation.
For Indian language newspaper:—	
A service—Rs. 1800/- per month	Rs. 66/69 per unit of 2,500 over 10,000 circulation.
B service—Rs. 1000/- per month	Rs. 37 per unit of 2,500 over 10,000 circulation.
C service—Rs. 600/- per month	Rs. 22/25 per unit of 2,500 over 10,000 circulation.

54. In addition, the P.T.I. charges a teleprinter rental of Rs. 200 for each teleprinter (2 teleprinters required) for its A class service, Rs. 180 and Rs. 170 for B and C class services, for both English and Indian Languages newspapers, with a circulation of more than 5,000 copies per day, those with lesser circulation are charged Rs. 100 only per month. In addition to the above a 10 per cent surcharge is levied on all bills.

55. The Press Commission had recommended the following rates of subscription for the two main classes of service with a summary services to be supplied by it:—

	Fixed charge per year	Royalty per copy sold per year (English papers)	Royalty per copy sold per year (Indian Language papers)
	Rs.	Rs. as. ps.	Rs. as. ps.
Class I service	6,000	2 0 0	1 4 0
Class II service	4,000	1 0 0	0 10 0
Sumar Service	2,400	Nil	Nil

56. There is little doubt that if the P.T.I. had increased its rates of subscription to the rates suggested by the Press Commission it would have had more than enough revenue to eliminate complaints of lack of funds for development and other purposes which the P.T.I. has always emphasised.

56-A. The Federation in support of its contention that the present rate system of the P.T.I. is unrealistic and low has pleaded for the adoption by it of what is known as the assessment system which is adopted by several well known foreign news agencies, including Reuters. Under the assessment system the anticipated expenditure, including expenditure on schemes of development, is worked out for each year in advance and the rates of subscription to be charged to the subscribers for that year is fixed so as to realise the amount of the anticipated expenditure for the year. Thus, the rate of subscription varies from year to year. It was pointed out by the union that Shri Ramanathan, the General Manager of the P.T.I., in the paper which he had read on, "News Agency Problems in South East Asia" before the UNESCO conference on Mass Media of Information held at Bangkok in January 1960, had advocated the adoption of the assessment system. In that paper Shri Ramanathan had pointed out the limitations from which a system of rates based on subscriptions, like the one in force in the P.T.I., suffers, and had advocated the adoption of the assessment system in the following terms:—

(Paras 22, 23, 24 and 25 of exhibit W-15).

"In a co-operative news agency, it also seems necessary to carry through the principle of co-operation to its logical conclusion by adopting a system of assessment of revenue. As in the case of the Associated Press, all expenses for common purposes should be shared. In the case of Reuters also, the principle of assessment has been adopted. Subscribers to Reuters' service fall into two categories, according to the UNESCO publication, *News Agencies*. "First are the newspapers belonging to the partner organisation. These partner organisations provide annual funds for Reuters in proportions agreed among themselves and in turn assess their newspaper subscribers and other bodies which, without being members, buy the whole or part of the Reuter service." The assessment system has the advantage that development needs of the agency are not starved. An estimate of the budgetary requirements is made, plans for development are studied and the necessary resources are budgetted for. Once this has been made, the scheme is no longer at the mercy of possible shortfalls in revenue, because the possibility of shortfalls is avoided. Whatever the controlling authority finalises as the budgetary requirements of the period are met by assessees.

23. A system of relating revenue to basic subscriptions and even circulation surcharges on the other hand, is open to the objection that there is a woodenness about it which does not permit of adjustment to growing needs. News agencies find themselves without adequate scope for expansion under such a system. It has been said that when there is no provision for periodical overall assessment of an agency's development needs and for meeting the cost by assessment of the owners, the tendency has been to let development needs take a back place. The subscription rates are fixed at a barely economic level, just adequate to carry on the work of the agency on a no-profit, no-reserve basis.

24 Newspaper interests which control an agency may themselves have no interest in raising subscription rates, since they themselves must meet the increased subscriptions. They are content to obtain a basic service for a subscription that is just economic for the agency on a day-to-day operation basis, and have no desire to provide the funds necessary for improvement. Rather, such funds are utilised for their own special services which are exclusive to the newspapers concerned.

25. Means should be devised to cure this defect in co-operative news agency finance; one way seems to be adoption of the assessment system."

57. When Shri Ramanathan was confronted with these opinions of his and was asked whether they did not apply to the P.T.I., he tried to evade the question by stating that he had gone to the conferences not as a representative of the P.T.I. and that only the first two sentences of para 23 of his paper represented his views on the fixed rate system and that he did not subscribe to

the views expressed in the rest of the paragraph. He further stated that the opinion expressed in paragraph 24 of his paper was not his, as according to him they were governed by the words "it has been said," appearing in the previous paragraph. To an objective reader of the paper, this may appear an attempt at evasion. Shri Ramanathan had, however, to admit that if it were possible to adopt the assessment system in the P.T.I. it would be a way out of the difficulty of providing funds for development. It does, therefore, seem to me that there is considerable scope for improvement in the revenue of P.T.I., only if the Directors of the P.T.I. were so minded.

58. In this connection it is relevant to quote what the Press Commission had to say on the same subject in paragraph 419 of its report:—

> "The Press Trust of India has in the course of its working incurred losses amounting to a substantial proportion of its capital. We would like the emphasise in this connection that the losses we refer to are not really losses in the usual sense of the term. The newspapers themselves are the shareholders and if the agency has been recovering from them, as subscriptions less than what it cost the agency to provide the service, the share-holders have had the benefit each year of the amount that is now shown as an accumulated loss. Each year they have paid for the services less than in equity they should have, and have thus got their money back in instalments. The loss if any, is only to those share-holder (publishers of montnlies and periodicals) who did not take a news service and could not therefore get their capital back in this manner.

59. With the closure of the U.P.I. in about August 1958 the P.T.I. has been enjoying a monopolistic position as the only surviving national news agency in the country. According to the union, the U.P.I. was never a rival to the P.T.I. However, there is no doubt that to a certain extent the P.T.I. has benefitted by the closure of the U.P.I. and the increase in its gross revenue for the year 1959 may in part be ascribed to this fortuitous circumstance, the benefit of which the P.T.I. will continue to reap for several years in the future. But the P.T.I. has pleaded that two news agencies which were recently registered and which are shortly to put in an appearance, will be proving rivals to it. It appears that a news agency called the United News Agency of India was registered in Delhi in 1959. This news agency is sponsored by (1) the Statesman (2) The Amrita Bazar Patrika (3) The Juganthar (4) The Hindustan Times (5) The Hindu (6) The Madras Mail of Madras. This news agency is also supported by the Indian National and the Arya Varta from Patna. It was stated that this news agency will start operating some time next year. It was also stated that three of the Directors of the P.T.I. namely Shri Tushar Kanti Ghosh, Mr. Johnson and Shri Upendra Acharya have joined the U.N.A. of India as its Directors. The other news service which is to be started is the Indian News Service, which was also registered last year but at Bombay. This service is sponsored by the Indian Express and the Times of India groups of newspapers. The Express Group of newspapers subscribers for the P.T.I. at five centres in India and its monthly subscription was stated to be about Rs. 3,500. Shri Ramanathan in his examination in chief expressed the fear that these two rival news agencies would be offering lower competitive subscription rates undercutting the P.T.I's rates and that the group of newspapers sponsoring this news service may not subscribe to the same class of news service as at present and some might even give up subscribing to the P.T.I's services after these two news agencies start functioning.

60. The Federation, in dealing with the professional and ethical aspect of this question, has referred to the admitted convention of the P.T.I. that the Directors of the P.T.I. should not join competitive news services as Directors thereof and has stated that this convention was reiterated and minuted after a discussion at a recent meeting of the Board of Directors of the P.T.I. The union has also referred to a strongly worded editorial appearing in the National Herald's issue of 4th April 1960 (Exhibit W-14) which *inter alia* states:—

> "It is fantastic that those who are controlling the P.T.I. and were not interested in developing it should now seek to establish rival organisations and that the directors of the P.T.I. should not think it inconsistent with dignity and honour for them to be directors of rival news agencies."

61. The Federation has suggested that one of these news agencies has been started to get over Government's objections to certain newspapers having direct

link up with foreign news services and that these 2 news agencies are not going to be serious rivals of the P.T.I. Whatever the object and the ethics of the conduct of some of the directors of the P.T.I. in joining these new rival news agencies, what I have to consider is whether these two services are going to prove serious rivals to the P.T.I. in the near future as has been sought to be argued on behalf of the P.T.I. In his cross-examination Shri Ramanathan had to admit as follows:—

> "I expect that these two news agencies may not in the initial stages compete with the P.T.I. on a comprehensive basis but will offer a service which would catch the newspaper headlines on lower rates of subscription. I admit that it will not be possible to give as comprehensive a news service as that of the P.T.I. at lower rates."

With this admission, I am inclined to hold that these two news agencies, even if they are started in the next year, will not provide any serious competitors to the P.T.I. for several years in the near future.

62. The conclusion to be drawn from this discussion is that I am more than satisfied that the P.T.I. has the capacity to meet the financial burden of the more favourable terms of employment for both its working journalists and non-working journalists in respect of the various matters referred to in the schedule to the order of reference which I propose to grant by this award, and that if necessary it can easily raise the requisite funds by increasing its rates of subscriptions.

63. I shall now take up the subject of the wage rates including dearness allowance and city compensatory allowance/location allowance for the working journalists of the P.T.I.

64. Under the agreement of 3rd July 1955 one running scale of Rs. 125—15—200—20—400—EB—30—760—40—800 applicable to all categories of working journalists was agreed upon, with dearness allowance at the following rates:—

	Dearness allowance
For basic slaary upto Rs. 100/- . .	Rs. 35/-
For basic salary of Rs. 101/- to Rs. 300/- . .	Rs. 45/- or 30% whichever is higher.
For basic salary of Rs. 301/- to Rs. 500/- . .	Rs. 100/- or 25% whichever is higher.
For basic salary of Rs. 501/- and above . .	Rs. 125/- or 20 % whichever is higher.

The staff, excluding peons, drawing below Rs. 300 in total emoluments in Bombay, Delhi, Calcutta and Madras were to be paid Rs. 10 extra. This payment was in the nature of a city compensatory allowance/location allowance for staff—both working journalists and non-working journalists working in the four metropolitan cities, and drawing emoluments of less than Rs. 300 per month.

65. By the charter of demands of April 1958 the Federation demanded for the editorial staff the grade of Rs. 175—20—275—25—400—30—550—40—750—60—1,000—60—1,300. It also claimed for all categories of employees dearness allowance at the following rates:—

Salary scale	*Dearness allowance*
First salb upto Rs. 100/-	50 % or Rs. 50/- whichever is higher.
Second slab Rs. 101 to Rs. 300 . . .	40 %
Third slab Rs. 300 to Rs. 500 . . .	30 %
Fourth slab Rs. 501 onwards . . .	20 %

66. It also claimed for all categories of employees location allowance at the following rates:—

Area I : Cities with a population of above 10 lakhs . . . . Rs. 50/-

Area II : Towns with a population from 5,00,000 to 10,00,000 . . Rs. 30/-

Area III : Towns with a population from 3,00,001 to 5,00,000 . . Rs. 20/-

Area IV : Towns with a population from 1,00,001 to 3,00,000 . . Rs. 10/-

Area V : Towns with a population below one lakh : No location allowance.

67. However, by the agreement of 4th December 1958 the working journalists along with other permanent employees got an *ad hoc* interim relief of:—

Rs. 10 per month for Havaldars and Peons and semi-skilled workers.

Rs. 15 or 6 per cent of basic pay and dearness allowance whichever is higher to the rest of the staff, subject to a maximum of Rs. 30.

68. Interim relief was however not paid to the members of the staff drawing Rs. 1,000 and over in basic pay plus dearness allowance and other allowances and to those serving outside India.

69. It is admitted that this interim relief was granted with retrospective effect from 1st September 1958, and that it imposed a monthly burden of about Rs. 12,000 per month with a break up of Rs. 3,400 on account of working journalists and the balance of Rs. 8,600 on account of non-journalists.

70. The agreement of 4th December 1958 contained the following important proviso:—

"These *ad hoc* increases will be adjusted in basic pay and/or dearness allowance and other allowances under the final settlement on emoluments for journalists to be reached between the management and the Federation."

71. I may at this state pause and dispose of the contention of the P.T.I. that the settlement contemplated by this clause of the agreement of 4th December 1958 was reached in respect of the working journalists when the wage rate order dated 29th May 1959 was made by the Central Government. I am inclined to think that this contention is clearly an afterthought. No doubt in the correspondence which preceded this agreement of 4th December 1958 both parties had referred to the deliberations of the Wage Committee and the recommendations which it was shortly to make. I have given careful consideration to this correspondence but find that there is nothing in it by which either party can be held to have committed itself to accepting the wage rates recommended by the Committee and to be enforced by the Government as constituting a "final settlement on emoluments of working journalists". On the contrary both parties had agreed to have at a future date a final settlement between themselves both for the working journalists and non-working journalists. I am clearly of the opinion that this particular clause was worded as it is because the settlement contemplated by the parties was to be one "to be reached between the management and the federation". Clearly it was not contemplated that the recommendations of the Wage Committee or of the Government Order thereon could be the final settlement to be reached between the management and the federation. If that was the intention of the employers I have not the least doubt that they would have so stated in their letter of 4th December 1958 which records the terms of the settlement.

72. I am, therefore, more than satisfied that by the staff agreement of 4th December 1958 it was never contemplated that the wage rate order was to be the final settlement of the dispute between the parties regarding the emoluments of the working journalists of the P.T.I.

73. In fact soon after the wage rate order was published on 29th May 1959 the Federation passed a resolution on 6th September 1959 "reaffirming its stand that a revision of the 1955 agreement for both journalists and non-journalists is essential on the basis of the revised charter of demands and the Federation's second memorandum to the wage committee for working journalists." In the Federation's second memorandum to the Wage Committee which was its representation on the tentative proposals of the Committee, the Federation had, on the basis of the classification sought therein, claimed the following scales of pay for working journalists:—

Class I—scale not fixed—but minimum should be Rs. 2,000.

Class IA—scale not fixed—but minimum should be Rs. 1,500.

Class IB—scale not fixed—but minimum should be Rs. 1,250

Class II—Rs. 600—40—800—50—1,250.

Class IIA—Rs. 450—30—500—40—800—50—1,100.

Class III—Rs. 300—25—500—30—650—40—850—50—900.

74. I may state here that in its tentative proposals the Wage Committee had, on the classifications there suggested, proposed the following scales of pay for

working journalists of a class I news agency which was to apply to the P.T.I.

Group 1

Class I—scale not fixed—but the minimum should be Rs. 1,500.

Class IA—scale not fixed—but the minimum should be Rs. 1,250.

Class II—Rs. 600—25—650—40—850—50—1,000 (10 years).

Class IIA—Rs. 500—40—700—50—800 (7 years).

Class III—Rs. 200—25—400—30—700 (18 years).

I may also at this stage state that in its final recommendations for class 1 news agencies, in which group the P.T.I. falls, the Wage Committee proposed the following scales of pay, and the same have been made applicable by the Wage Rate Order:—

Group of employees—

I—No scale.

IA—No scale.

II—Rs. 500—30—650—50—900 (10 years).

IIA—Rs. 400—25—600—40—800 (13 years).

III—Rs. 175—20—375—25—600 (19 years).

These are the scales of pay which the Wage Committee has recommended for working journalists of B class newspapers.

75. I may state that in its statement Exhibit E to its written statement the Federation has had claimed the following scales of pay:—

Pay Scales

Group I—Rs. 750—50—1,100—75—1,400.

Group IA—Rs. 500—40—700—50—1,200.

Group II—Rs 400—30—610—40—1,010.

Group III—Rs. 200—25—350—30—620—40—900.

76. The classification of newspapers and news agencies was based by the Committee on the average of the gross revenue for three accounting years 1955-1956 and 1957. The term "gross revenue" means in the case of a newspaper the total of its circulation revenue (including subscription revenue) and advertisement revenue and in the case of a news agency, its subscription revenue. Daily news-papers were classified under the following six classes.

Class	*Gross Revenue*
A	Rs. 50 lakhs and above.
B	Rs. 25 lakhs and above, but less than Rs. 50 lakhs.
C	Rs. 12½ lakhs and above, but less than Rs. 25 lakhs.
D	Rs. 5 lakhs and above, but less than Rs. 12½ lakhs.
E	Rs. 2½ lakhs and above, but less than Rs. 5 lakhs.
F	Less than Rs. 2½ lakhs.

The Committee however ordered that if the advertisement revenue of any such newspaper not being newspaper falling in class F is less than half of its circulation revenue it should be placed in the class next below that in which it would fall on the basis of its gross revenue.

76. With regard to news agencies the Wage Committee recommended (para 19) that they should be classified on the basis of gross revenue as follows:—

Class	*Gross Revenue*
1	Rs. 25 lakhs and above.
2	Rs. 10 lakhs and above but less than Rs. 25 lakhs.
3	Below Rs. 10 lakhs.

77. It will be noticed that the P.T.I. having been put in class 1, even if its gross revenue goes upto Rs. 100 lakhs it would still pay its working journalists the same rate of wages as are prescribed for working journalists of B class newspapers. On the other hand Working Journalists of those newspapers whose average gross revenue is below Rs. 50 lakhs, i.e. B class newspapers on such average gross revenue going beyond 50 lakhs, would, under para 21 of the Committee's recommendations be entitled to reclassification, into class I newspapers and its working journalists entitled to the higher scales of pay prescribed for journalists of A class newspapers, at least once in a period of three consecutive accounting years. Thus while while the working journalists of the P.T.I. would be liable to get lower wages if the gross revenue of the P.T.I. goes down to Rs. 10 lakhs they would never be able to the higher wages of a class I newspapers. This is a direction of the Wage Committee against which the Federation has complained rather strongly and I feel with justification as under one of the unanimous decisions of the Wage Board's the P.T.I. was classified as an "A" class newspaper.

78. The rates of dearness allowance prescribed by the Wage Committee applicable to working journalists of newspapers and news agencies are as follows: —

Range of Basic Pay	Area I Rs.	Area II Rs.	Area III Rs.
Rs. 65 .. 100	50	40	30
Rs. 101 .. 200	60	50	40
Rs. 201 .. 300	70	60	50
Rs. 301 .. 400	80	70	60
Rs. 401 .. 500	90	80	70
Rs. 501 .. 750	105	95	85
Rs. 751 and above	120	110	100

79. With regard to other allowances in view of the paucity of evidence on the subject the Committee recommended that the fixing of conveyance, travelling, entertainment, overseas and other allowances should be left to the collective bargaining between the working journalists and the newspapers concerned (Para 29).

80. It may be stated that the basis of classification of areas as stated in para 22 of the recommendations is: —

Area I—Metropolitan cities.

Area II—Towns with a population of 5 lakhs but excluding metropolitan cities.

Area III—other places,

the population figures to be those published in the last available All India census.

81. It is necessary here to state that for working journalists in Class A newspaper establishments, that is to say, newspapers whose gross revenue is above Rs. 50 lakhs per year, the scales of pay prescribed by the Wage Committee are as follows: —

Class of newspapers	Group of employees	Scale
A	I	No scale.
	II	Rs. 600—50—1000.
	IIA	Rs. 500—30—650—50—900.
	III	Rs. 250—25—450—30—600—40—800.
	IV	Rs. 125—7½—155—10—225—15—300.

82. It is also necessary to state that the wage scales recommended by the Wage Committee are based on the groups in which the working journalists are classified according to their categories. The Committee has in a schedule attched to its Report given the functional definitions of the various categories of working journalists employed in newspapers (Section I) and news agencies (Section II). The classification of working journalists in newspaper establishments as stated in para 23 of chapter III shows that they are divided into five groups, the last group consisting of a sole category of proof readers whilst the working journalists of a class I news agency have been classified into four groups. For group I category in class A newspaper establishments no scales of pay are prescribed and no scales of pay have been prescribed for groups I and IA of working journalists in news agencies, and none were also demanded for the categories of (1) General Manager covered by Group I and (2) Chief News Editor and (3) Persons in charge of the principal News Bureau in a Metropolitan Centre, covered by Group IA by the Federation.

83. I shall at a later stage discuss the controversy between the parties with regard to categorisation and groupings but as I am just now dealing with the wage rates, I may state that whilst for group III categories in newspaper establishments consisting of—

(i) Sub Editor

(ii) Reporter

(iii) Correspondent

(iv) All working journalists other than those mentioned under any other group unless placed higher by the establishment.

the wage rate prescribed is Rs. 250—25—450—30—600—40—800 for the same four categories and one additional category of working journalists also placed in group III of the news, agency of class I (P.T.I.) the wage scale prescribed is substantially lower both at the start and at the maximum *viz.*, Rs. 175—20—375—25—600. I may state that of the 175 working journalists employed in the P.T.I. the majority numbering 125 belong to the categories placed in group III, 28 in categories of group II and IIA, 7 in group IA and 1 in group I. I may also state that at the hearing on 9th June 1960 Shri Gokhale stated that with regard to categories in group III no changes were sought by the Federation, in their grouping.

84. Though the scales of pay and categorisation are in a sense linked together in the wage scheme of the Wage Committee, they are in my opinion not so inseverably linked as to preclude improvement in the wage scales for certain groups and changes in groups of certain categories, for which the Federation has been able to make out a justifiable case.

85. In support of the higher scales of pay for working journalists which the Federation has claimed, Shri Gokhale has argued that as there is no comparable news agency the industry-*cum*-region principle cannot be strictly applied in fixing the proper scales of pay for working journalists of the P.T.I. and that the only basis of comparison would be what like categories of workmen in comparable units of the newspaper industry are being paid. There is in my opinion considerable force in this contention of Shri Gokhale. As has been pointed out earlier, with the closure of the U.P.I. the only other National News agency, there is now no news agency even remotely comparable to the P.T.I. in the country, since the Hindusthan Samachar can bear no comparison to the P.T.I. Therefore, the only proper basis to adopt in fixing the scales of pay of the working journalists of the P.T.I. is to see what are the scales of pay paid to like categories in comparable section of the newspaper industry. In my opinion before any changes can be made in the wage rates fixed by the wage rate order, two conditions must be satisfied: —

(1) That the demand for higher scales of pay than fixed by the Wage Rate Order is strictly justified on merits; and

(2) that there is an ability in the P.T.I. to meet the financial burden of the higher scale of pay.

I have already answered the second point in the affirmative. I am more than satisfied that the P.T.I. can bear the financial burden of granting its working journalists a higher scale of pay than that prescribed by the Wage Rate Order if the demand for it is strictly justified on merits.

86. Now, on the question of the merits of the demand, Shri Gokhale, in support of the higher scales of pay, has argued that both the working journalists in newspaper establishments and in a news agency are primarily concerned with

dissemination of news and that the instrument and vehicle of both organisations is more or less the same. Only the method of dissemination of the news varies. He has argued that all previous enquiries, namely by the Press Commission and by the Wage Board, had, on the basis of their duties treated the working journalists of a news agency at par with working journalists in the newspaper industry. In fact, Shri Gokhale went a step further and his contention was that if anything, the functions performed by the working journalists of a news agency are higher than those performed by the working journalists in newspaper establishment of A class newspapers, but that in no case can their duties be evaluated lower than those discharged by the working journalists of class I newspapers. He has emphasised that the Wage Board by a unanimous recommendation, of its members which included a Director of the P.T.I. of the industry, had classified the working journalists of the P.T.I. on par with working journalists of 'A' class newspapers and that the Wage Committee was not justified in making a departure from that classification. He has further stated that even the Wage Committee had at paragraph 66 of its Report virtually accepted the contention of the Federation that "the standards of impartiality, objectivity and integrity expected of the staff are higher in the case of a news agency than in the case of a single newspaper establishment" because it had observed that these were "pertinent observations which the Committee could not afford to overlook"; that from the financial standpoint also the Wage Committee had found that the P.T.I. was capable of paying the same scales of pay for its working journalists as A class newspapers but that in fixing for them the rates of wages fixed for working journalists of B class newspapers it was making a concession in favour of the P.T.I. It was, however, argued on behalf of the P.T.I. that in fixing lower rates of wages for working journalists of a class I news agency than for A class newspapers the wage rate committee had taken into account their duties and had held that they were less responsible and of a lower quality than those of working journalists in a newspaper. I see no warrant for this assumption as the wage committee has nowhere stated that it had fixed lower scales of pay for working journalists on any such basis. At the hearing it was argued by the P.T.I. that its working journalists were not entitled to the higher scales of pay fixed for working journalists of "A" class newspapers because each category of its working journalists performs less responsible duties than are performed by working journalists of "A" class newspapers. I have given this contention considerable thought and I am inclined to the view that on the merits of their duties the group III working journalists of the P.T.I. discharge duties and responsibilities which in no case can be compared less favourably with the duties and responsibilities discharged by group III working journalists of any "A" class newspaper.

87. The Royal Commission on the English Press (1947-1949) in its Report at Chapter VI para 166 on page 49 in dealing with news agencies observed:—

> "A news agency requires no personality; it would indeed be fatal for it to possess one; for it must supply news of a kind and in a form acceptable to all its customers whatever their character or political opinion. Its own character therefore must consist solely in its speed, accuracy and integrity. It has no editorial opinion. The only opinions it transmits are those of its special correspondents where it has them or of the writers of feature articles."

This aspect of the objectivity, speed, accuracy and integrity in the work of working journalists of a news agency has also been emphasised in the Report of the Press Commission which in Chapter VIII paragraph 340 at page 122 has observed:

> "The basic function of a news agency is to provide news reports of current events to the newspapers and others who subscribe for its service. As would be apparent from this description, it acts solely as an agent for collection. It is, therefore, expected to have integrity and disinterestedness. The All India News paper's Editor's conference defines the functions of a news agency as providing objective and comprehensive news coverage to its subscriber newspapers. The Federation of Working Journalists and the Press Trust of India's Employees Unions, accept the responsibility of news agencies to collect and distribute factual news to newspapers, but we consider it essential that the service provided by the news agency should be objective comprehensive and accurate."

88. The Federation has also relied upon a passage appearing at page 226 in Graham Storey's "Reuters' Century" (1851 to 1951), where, in comparing the work of the correspondents of Reuters with the work of newspaper correspondents

in covering events of World War II, and particularly with the D-day operations, it is observed as follows:—

> "The work of the news agency men was in many respects harder than that of the news papers' own correspondents. They had to provide a full and consequtive account of the campaign; they could not choose the most exciting incidents to report. With a newspaper "dead line" in some country or the other every minute of the day, speed was of far greater importance than for a newspaper correspondent, who had to watch only the edition times of his own newspaper."

89. It does appear that as compared to newspaper working journalists, the working journalists of the P.T.I., particularly its reporters, correspondents and sub-editors, who are of working journalists of group III,—have to work in a sense round the clock and that their responsibilities have increased with the P.T.I. being now the only national news agency in the country. But academic discussions on this controversy, at least as applicable to the P.T.I., may be deemed to have been closed with the categorical admission made by Shri Jain one of the four representatives of the P.T.I. when he gave his evidence before the Wage Board. Shri Acharya one of the members of the Wage Board put the following question to Shri Jain:

> "Q. I put it to you more plainly and frankly, in terms of the quality of output, in terms of mental equipment, in terms of the aptitude, in terms of technical skill, of responsibility and professional integrity in terms of mental and physical strain etc. do you expect your employees to compare favourably with those in the service of the best paper in India?
>
> A. (Shri Jain), Yes, but in the initial stage of employment we do not take raw hands but better and experienced people. The other factors I do admit would be common to the Press Trust of India and the best newspapers."

90. It is also admitted that in their evidence before the Wage Board the other representatives of the P.T.I. namely Shri Mani one of the Directors of the P.T.I. and Shri Wagle, the then General Manager of the P.T.I. had also referred to the high standard of work expected from the working journalists of the P.T.I. When this was put to Shri Ramanathan (E.W. 1) he stated that he did not agree with the opinion expressed by Shri Jain. This was because according to this witness newspaper subscribers of the P.T.I. were complaining about the service of the P.T.I. not being as comprehensive and as speedy as it should be and that sometimes the service was scrappy. The only material that Shri Ramanathan could give in support of this allegation of his was that during the last three months he had received about a dozen complaints of that nature, but he could not give an analysis of those complaints and had made no record of them except in the correspondence that ensued upon the receipt of the complaints. I, however, prefer to accept the opinion with regard to the qualification, experience and standard of professional competence of working journalists of the P.T.I. as expressed by Shri Jain not only because he is one of the directors of the P.T.I. and had made that statement before the Wage Board and as one of the representatives of the P.T.I. but also because he is concerned in a large way with the publication of newspapers. It was urged for the P.T.I. that working journalists in newspaper establishments have to write editorials, feature news and attend to several other functions and duties, which working journalists of like category in a news agency are not called upon to perform. There is in my opinion some substance in this contention with regard to categories of working journalists in the P.T.I. other than those belonging to the category of reporters, correspondents and sub-editors Shri Shah for the P.T.I. stated that the working journalists of the P.T.I. are only required to be good correspondents and reporters. But I find it difficult to accept this contention of Shri Shah with regard to its reporters, correspondents, sub editors and others who are placed in group III in view of Shri Jain's categorical statement that the P.T.I. only employs "better and experienced men" and that "the other factors with regard to skill, responsibility and integrity are common to the P.T.I. and the best newspapers." Shri Ramanathan in his evidence stated that the quality of work of the working journalists of the P.T.I. was not in any way exceptional, because the majority of the working journalists are non-graduates. But in cross-examination he had to admit that the Delhi managership of the P.T.I. and the assignment to the United Nations, which are top assignments are held by working journalists all of whom, except one are non-graduates. In this matter also, I do not consider the evidence of Shri Ramanathan free from

bias. I am, therefore, more than satisfied as far as ability and duties are concerned the working journalists of the P.T.I., specially of its group III categories, are entitled to be compared favourably in the matter of their remuneration with the working journalists of class "A" newspapers.

91. Under the agreement of 3rd July, 1955, and before the Wage Rate Order came into operation the working journalists of the P. T. I. were placed in one running scale of Rs. 125 to Rs. 800. Under the Wage Rate Order the lowest group of the working journalists of the P. T. I. *i.e.*, group III, starts on Rs. 175 and reaches the maximum of Rs. 600. Group IIA starts at Rs. 400 and ends at Rs. 800 and group II starts on Rs. 500 reaching a maximum of Rs. 900. As I have already pointed out, of the 175 working journalists of the P. T. I., the large majority consisting of 125 belong to group III. The working journalists of class 'A' newspaper establishments belonging to group III get a starting pay of Rs. 250 and have a maximum of Rs. 800. It will be noticed that there is a difference in the start of the group III working journalists of the P. T. I., and of an 'A' class newspaper of Rs. 75 and there is a difference in the maximum of Rs. 200. In view of what Shri Jain had stated before the Wage Board that at the initial stages of their employment the P. T. I., does not employ raw hands, but better and experienced people and that the other factors are common to the P. T. I., and the best newspapers, I feel that this big difference both at the start and at the maximum in their salary scales needs to be bridged—especially as the largest number of working journalists of the P. T. I. belong to group III categories of reporters, correspondents and sub-editors. The union in exhibit E. annexed to its written statement of claim has asked for group III working journalists the following scale:

Rs. 200—25—350—30—620—40—900.

In my opinion, this scale is excessive as far as the maximum is concerned, but I think the union has shown a sense of realism in claiming for working journalists of the P. T. I., the start of Rs. 200. The Wage Committee in its tentative proposals had suggested for group III working journalists of the P. T. I., a scale of Rs. 200—25—400—30—700, which is subsequently reduced to Rs. 175—20—375—25—600. On an anxious consideration of all the contentions of the parties, I am satisfied that the Federation has made out a case for improving the wage rates prescribed by the Wage Rate Committee for its group III working journalists. I would, therefore, revise the wage scale of group III working journalists of the P. T. I. to Rs. 200—25—400—30—700. For the rest of the groups, namely groups IIA and II, I retain the rates of wages prescribed by the Wage Committee, but I am suggesting a few changes in the groupings, as I am satisfied that they are justified.

92. I am quite conscious that under the scales prescribed by the 1955 agreement, every working journalist of the P. T. I., including those classified in group III would be entitled to a wage scale starting with Rs. 125 and reaching a maximum of Rs. 800. If that scale is more favourable to any working journalist he shall be entitled to opt for the benefit of that scale in preference to the wage scale prescribed by this Award. He shall, however, be entitled to the benefits by way of dearness and other allowances as prescribed by this Award.

93. The Wage Rate Order came into operation with effect from 1st June, 1958, and it prescribed a method of fitment as stated in paragraphs 30—36 of its Reports. I direct that the revised scale of pay for group III working journalists, which I have prescribed should come into operation from 1st January, 1960, and not from 1st June, 1958, and that the method of fitment should be the same as that prescribed by the Wage Rate Order.

94. The Wage Committee has classified working journalists in a class I news agency *i.e.*, the P. T. I., into five groups; group I, group IA; group II; group IIA and group III. The working journalists are divided into 15 categories. The classification of the 15 categories of working journalists in these groups is based on their functional definitions as contained in section II of the schedule attached to the Wage Committee's Report. I may pause here and state that both the management and the federation have had many hard things to say about the functional definitions of the categories of working journalists of the P. T. I. In fact the Press Trust of India in its representation to the Wage Committee (exhibit E-6) and in its representation on its tentative proposals (exhibit E-7) had pointed out the various anomalies arising out of the functional definitions of the Wage Committee. I may state that it is admitted that all categories of working journalists in the P. T. I. have not been exhausted by the categories formulted by the Wage Committee.

95. The Federation has expressed its dissatisfaction with the functional definitions and the categorisation made by the Wage Committee and it has suggested—

(i) the lifting of certain categories from a lower to a higher grade;

(ii) creation of new categories and

(iii) re-examination of some functional definitions so as to fix the working journalists in their proper categories.

The Federation dos not want any alteration in the categories forming part of group III of the Wage Rate Order. It, however, has sought creation of two new categories—

(i) Senior Sub-Editor.

(ii) person in charge of a news bureau where more than one journalist is working.

and I shall deal with this claim first.

96. With regard to the senior sub-editor, for whom the Federation claims group IIA, it has been argued that the functions of the editorial desk in the P. T. I. require the services of a senior sub-editor. In support it has argued that the number of chief sub-editors is not commensurate with the number of shifts, as admitted in his evidence by Shri K. N. Ramanathan E-W-1. The union has referred to the functional designation of chief-sub-editor which is that, "he is a person in a metropolitan centre who regularly takes charge of a shift on the editorial desk and assigns duties and supervises the work of the sub-editors". The union's complaint is that in the metropolitan centres, particularly at Bombay, which is the P. T. I's head office it is not possible to provide a chief sub-editor to be in charge of the editorial desk during each shift and therefore, in actual practice one sub-editor in each shift who is senior in service and experienced discharges the duties of the chief sub-editor and it is for such sub-editor that the Federation wants the designation of senior sub-editor and the scale of pay of group IIA. The Federation has admitted that there would be shifts in which there may not be more than one sub-editor on duty, and it has conceded that in such shifts the chief sub-editor's presence would not be required. It has stated that sometimes a story has to be re-written and this task is entrusted to a person who is more experienced and senior among the sub-editors on duty in each shift. The Federation has further pointed out that it had claimed the category of senior sub-editors in its representation to the Wage Committee's tentative proposals and it had then claimed group IIA for them. It has also stated that formerly senior correspondents and sub-editors were treated as transferable posts and that most of the senior sub-editors had acted as senior correspondents for a long time and at the time of the Wage Committee's Report they were acting as sub-editors and that it is but fair and proper that such working journalists should have a separate category known as senior sub-editors.

97. With regard to the persons in charge of a news bureau where more than one journalist is working, the Federation has explained that this has reference to news bureau other than in metropolitan centres and principal news bureau in a state. It has, in support of its demand, sought to rely upon the fact that there are news bureau outside the metropolitan centre where the number of working journalists varies, depending upon the news value, of the centre.

98. The Press Trust of India has opposed the demand for these two new categories on the ground that no such category exists at present and that if any new categories are created it would lead to further anomalies.

99. There seems to be some substance in the Federation's claim that there are certain senior sub-editors who are made to discharge the functions of the chief sub-editors in the editorial desk, as there are not sufficient chief sub-editors for each shift who need to be put in a higher category than sub-editors. In my opinion this is a matter which should be settled by mutual negotiations and that I would not be justified in creating a new category of senior sub-editors when no such designation exists at present or was specified in the Wage Rate Order.

100. With regard to the demand for a separate category for the persons in charge of a news bureau where more than one journalist is working, I am not satisfied that even on the merits such a demand would be justified.

101. The Federation has next claimed that the three news-editors (1) News Editor, India News (2) News Editor, Foreign News and (3) News Editor, Commercial News, who have been classified by the Wage Rate Order into group II

should be lifted into a news higher group to be called group I-B. The Federation's case appears to be instead of having three separate news editors the P. T. I. has at present only one news editor who is in charge of India, foreign and commercial news. This appears to be factually incorrect as it was pointed out on behalf of the P. T. I. that it has now two news editors one in charge of commercial news who has been placed in group IA, and the other, who is in charge of foreign and Indian news, has been placed in group II and it has a separate chief news editor in group IA. In view of what has been stated by the P.T.I. I do not consider the claim of the Federation for a separate higher group as justified.

102. The Federation has next claimed that (1) there should be a change in the description of item (v) of group II, (2) that the categories of chief sub-editor and chief reporter should be placed in group II and (3) that foreign correspondents should have been separately categorised and placed in group II along with special correspondents, and I shall deal with these 3 claims *seriatim*.

103. With regard to item (v) in group II, in its tentative proposals the Wage Committee had described that category in the following terms:—

"Persons in charge of the principal news bureau at a State capital."

To this description neither the P. T. I nor the Federation had suggested any alteration or change in the representations which they had made on the tentative proposals. However, when the Wage Committee published its final proposals, it described item (v) in group II in the following terms:—

"Person in charge of the principal news bureau in a State, other than a metropolitan centre".

Now, the Federation's grievance is that this change in the description of item (v) has affected the working journalists adversely as four of them who had, under the tentative proposals, been classified by the management in group II, have under the final recommendations of the Wage Committee been clasified in group III. Shri Ramanathan, General Manager of the P.T.I. was closely questioned on this point and he stated that because of the change made in the description of item (v) he had not recognised the principal news bureaus or offices of the P. T. I., in four States namely, the Punjab, Rajasthan, Madhya Pradesh and Kerala. He, however, added that he had other reasons for it, namely that in these four States none of the offices of the P. T. I., was in control of the correspondents nor of other offices in the State and that under the Wage Committee's Report there was no guiding principle laid down for determining the principal news bureau in a State. He, however, claimed that under the amended description he had discretion and that it was in excercise of that discretion that he had placed five of the working journalists in the lower group III whom he had originally grouped in group II under the tentative proposals. He also admitted that he had not made any representation nor had he suggested to the Wage Committee that the description of item (v) as contained in its tentative proposals should be altered in any manner.

104. Since both parties had accepted the description of item (v) in group II as contained in the tentative proposals of the Committee and as neither party had suggested any alteration, it is difficult to understand how the Wage Committee came to make this change and what justification it had for it. Besides, the adverse effect of the change on the four or five working journalists was felt after the Wage Rate Order was published because of the exercise of the discretion which Shri Ramanathan claimed was placed in him and because no guiding principle had been mentioned by the Wage Rate Order for determining the principal news bureau in a State. I am afraid that the management of the P. T. I. is taking advantage of a change which it itself had not sought and for which it cannot find any real justification. Shri Ramanathan admitted in cross-examination that he would have had not discretion in the matter if the wording of item (v) of group II would have been in the same terms as of the tentative proposals. After considering the submissions of the parties, I am quite satisfied that the working journalists have a strong and a completely justified claim in this matter and I would, therefore, direct that item (v) of group II should be altered to read as appearing in the tentative proposals of the Wage Committee, namely:

"Person in charge of a principal news bureau at a State capital."

I further direct that those working journalists who were, under the tentative proposals of the Wage Committee, put in category II, but were under the Wage Rate Order placed in group III, should be restored to group II under item (v).

105. The next grievance is with regard to the classification of the two categories of chief editor and chief reporter along with the senior correspondent in group IIA. Shri Ramanathan admitted that in its representation to the Wage Committee on its tentative proposals the management of the P.T.I. had classified both these categories in group II. It had also suggested the abolition of the senior correspondent's category. Shri Ramanathan, however, stated in his evidence that he did not agree with this classification as his personal opinion was that chief reporters and chief sub-editors should not be classified in group II. It is also admitted that the Federation had suggested to the Wage Committee that these two categories should be placed in group II. The Federation has argued that under the functional definitions of the Wage Committe , the Chief Sub-editor and the Chief Reporter had to discharge higher duties than senior correspondents. Shri Ramanathan was not prepared to accept this interpretation of the functional definitions but he had to admit in cross-examination that the chief reporter and the chief sub-editor had to discharge supervisory duties in their shift which the senior correspondent has not to do.

106. The Federation's argument is that the P.T.I. itself had placed the chief reporter and the chief sub-editor in group II in its proposals to the Wage Committee. But Shri Narayanaswamy on behalf of the P.T.I. has pointed out that the wage scale proposed for group II working journalists by the P.T.I. was much lower than what had been fixed by the Wage Committee. It has also to be remembered that the chief sub-editor and chief reporter in newspaper establishments have been placed in group IIA and if I were to disturb the categorisation in respect of the chief reporter and the chief sub-editor in the P.T.I. it would have far reaching repercussions on newspaper establishments also. I therefore do not feel justified in making any alteration in the classification of these two categories.

107. The third demand relates to foreign correspondents. As has been pointed out earlier, foreign correspondents have not been specifically categorised by the Wage Committee. It must, however, be noted that the Federation in its representation to the Wage Committee (exhibit W-10 page 10) had specifically asked for this category to be classified as special correspondents in group II. A special correspondent has been defined by the Wage Committee as follows:—

> "Special correspondent is a person whose regular duties are to report news of parliamentary, political and general importance and who is accredited to the Central Government."

It is, therefore clear that the Wage Committee did not have foreign correspondents in mind when framing its definition of the special correspondent. The P.T.I. in its representation to the Committee had placed its foreign correspondents in group II (exhibit E-7). At the hearing it was admitted that the P.T.I. has in all 7 foreign correspondents. Under functional definition "correspondent" has been described as, "a person who gathers and dispatches by wire, post or any other means news from any centre" and on the basis of that definition Shri Narayanaswamy has argued that the Wage Committee intended to place foreign correspondents in the lowest group III on the basis of the functional definition of group III and that the P.T.I. has been more than generous in placing only one of its foreign correspondents in group III (exhibit E-11) and in categorising five of its remaining foreign correspondents in group IIA and one in group II; that in grouping its foreign correspondents under IIA, the P.T.I. is virtually treating them as senior correspondents. A senior correspondent is defined as a person whose regular duties are to report news of parliamentary, political and general importance. Clearly, this definition does not fit in with the functional duties of a foreign correspondent. I am satisfied that the Wage Committee did not have foreign correspondents in mind when it classified correspondents in group III. When the Federation claimed group II for its foreign correspondents it meant to include them amongst special correspondents. The management also had placed foreign correspondents in group II, although it had suggested a lower scale of pay for them than that fixed by the Wage Committee. I am not prepared to accept that the Wage Committee intended to classify foreign correspondents in the lowest group of working journalists and to assign them the lowest group among the correspondents, which would be the result if the functional definitions appearing in the Wage Rate Order were sought to be applied to foreign correspondents. It appears to me that the Wage Committee did not consider the case of foreign correspondents, as a separate category for the purposes of their proper grouping. A correspondent of a National News Agency in a foreign country plays an important role and carries heavier responsibilities, than even a senior correspondent in the country and he should get the highest scale of pay fixed for any category of correspondents. I would, therefore, award for foreign correspondents the scale

fixed by the Wage Committee for special correspondents *i.e.*, I would place them in group II.

108. For group II working journalists the Wage Committee has fixed a scale of Rs. 500 to Rs. 900 and for group IIA Rs. 400 to Rs. 800. The seven foreign correspondents of the P.T.I. are shown at serial Nos. 158 to 164 in the Company's exhibit (exhibit E-11) and most of them on 1st June, 1958, were drawing a basic salary of nearly Rs. 500, so that even if group II were to be awarded to them the financial burden on the company would be small, particularly as I am awaring the revised scales from 1st January, 1960, a date much later than 1st June, 1958.

109. I may mention that the Wage Board in schedule I of its decision had included foreign correspondents in the category of special correspondents.

110. At the hearing one of the contentions urged by the management was that the agreement of 3rd July, 1955, had settled all points of dispute between the Federation and the management and therefore the Federation was not justified in raising a fresh industrial dispute in April 1958 claiming higher scales of pay, rates of dearness allowance and other better terms and conditions of service than had been provided by the said agreement. In this connection the management has relied upon clause 8 of the said agreement which had recorded that the said agreement settled all points of dispute between the Federation of the P.T.I. Employees' Unions and the management of the P.T.I. The union's case has been that in the correspondence that had passed between the management and the Federation before the agreement of 3rd July, 1955, an assurance had been given by the management that the P.T.I. would grant better scales of pay, rates of dearness allowance and other terms and conditions of service when its financial resources both actual and potential would improve in the next two years. The correspondence is on record as exhibit E-1 (collectively). It does appear to me that though this agreement provided that it settled all points of dispute then existing between the Federation and the management, the management had held out an assurance that the agreement would be revised when the financial resources of the company, actual and potential, improved, and it was on this assurance that the agreement of 3rd July, 1955, was entered into. This has, however, become an academic question, because the P.T.I. itself has subsequent thereto by the staff agreement of 4th December, 1958 granted its workmen an interim relief and that agreement further recorded that these *ad hoc* increases will be adjusted in basic pay and/or dearness allowance and/or other allowances under the final settlement to be reached between the management and the Federation. I have already earlier rejected the management's contention that the final settlement referred to in its letter of 4th December, 1958, was the wage rate order and I have not the least doubt that if the Wage Rate Order had not intervened the P.T.I. in the final settlement to be reached between the management and the Federation would have granted by way of emoluments to its working journalists more than what they had received under the staff agreement of 4th December, 1958 and also under the Wage Rate Order.

111. This brings me to the question of the financial burden that has been imposed upon the P.T.I. by these two staff agreements, *viz.*, of 1955 and 1958 and of the Wage Rate Order. It is admitted that in respect of the Wage increases the 1955 agreement imposed an initial burden of Rs. 20,000 and a recurring burden of Rs. 9 000. The interim relief under the 1958 staff agreement was granted with effect from 1st September, 1958. The relief was granted to both working journalists and non-working journalists, and it is the company's case that it imposed a monthly burden upon it of Rs 12,000, with the break-up of Rs. 3,400 for working journalists and Rs. 8,600 for non-working journalists. There has, however, been controversy between the parties as to the financial burden imposed upon the company in implementation of the Wage Rate Order. The company's case at the hearing was that the Wage Rate Order had imposed a total burden of Rs. 6,600 (exhibit E-10) per month over the burden undertaken by it by the 1955 staff agreement. Out of this Rs. 6,600 the burden of the interim relief under the December 1958 agreement imposed a burden of Rs. 3 400 upon the company. Thus according to the company the total burden imposed upon it by the wage rate order in respect of the working journalists was Rs. 3,200 per month. The burden of Rs. 6,600 was exclusive of the burden on part-time employees which was Rs. 700 per month. The union on the other hand has filed a statement, exhibit W-13, which shows that the burden under the 1955 agreement was higher on an average by only Rs. 237 per month than under the Wage Rate Order, if the same were projected over the period 1961 to 1965. But it was admitted at the hearing that this statement does not include the burden by way of provident fund and gratuity, on

which account the burden, as shown in the company's statement exhibit E-10 would be about Rs. 1,350 per month. It also has not taken into account the burden in respect of other allowances. The union has filed another statement exhibit W-17 showing the burden of the Wage Rate Order for the period 1st June, 1958 to 31st May, 1959, on the figures supplied by the management in exhibits E-10 and E-11. This statement shows that the average monthly burden for this period under the Wage Rate Order over the 1955 and 1958 agreements, was of the order of only Rs. 1077·53 nP. Thereupon the management on 14th July, 1960, filed a statement (Exhibit E-38) showing the total burden under the Wage Rate Order over the 1955 and 1958 agreements projected over a period of nine years from 1st June, 1958 to 31st December, 1965 and its case was that the Wage Rate Order had imposed an additional burden of Rs. 1,75,549 for that period. This statement contained certain inaccuracies which the union pointed out at the hearing. These inaccuracies related to the figures of "other allowance" and "interim relief" under the 1955 and 1958 agreements. The "other allowances" figure of Rs. 1,915 as on 1st June, 1958, was shown as remaining constant from 1st June, 1958 to 1st June, 1965. In the case of "interim relief", as on 1st September, 1958 the figure of the liability on that head is shown as being Rs. 3,400 and on 1st June, 1959 the same is shown as Rs. 3,512, after which date no change in this figure has been indicated. This would not be the case as the burden of the "other allowances" and "interim relief" would increase in future years with the increase in the basic wage and other emoluments of the workers. The union then filed a statement showing the comparative recurring burden on account of the 1955 and 1958 agreements and the Wage Rate Order projected over the period from 1st June, 1958 to 1st June, 1965, which shows that the financial burden on the company under the 1955 and 1958 agreements would be higher by Rs. 41,539 than under the Wage Rate Order (exhibit W-23). This statement was prepared on the basis of the figure mentioned in the company's statements Ex. E-10 & E-11. The company's contention was that the interim relief amount would at one stage or the other get merged in the basic pay and dearness allowance and that the union's statement Ex. W.23 did not provide for this. Thereupon at the hearing on 16th July, 1960 the union filed another statement of projection of the costs under the 1955 agreement with the *interim relief merged* in basic pay and dearness allowance as on 1st January, 1960, and this shows that for the period from 1st June, 1958 to 1st June, 1965 the company would benefit by Rs. 83,691 under the Wage Rate Order (Ex. W.25). The company was given an opportunity to file a reply statement to this statement but it did not choose to do so. I am, therefore, satisfied that with regard to working journalists projected over a period of the next five years the Wage Rate Order does not impose any financial burden on the P.T.I. over the burden undertaken by it under the 1955 and 1958 staff agreements. The Federation is, therefore, justified when it states that the conclusion of the Wage Committee as recorded in paragraph 67 of its Report that the P.T.I. should be able to raise enough funds to pay its employees according to the scales recommended by it was not justified if projected over a period of five years as far as it applied to the scales of pay including dearness allowance for the working journalists. The statement would, however, be correct if the financial burden imposed by similar concessions having to be granted to the non-working journalist employees is also taken into account.

112. This takes me to another question and that is the question of the option to the workmen to opt for either the wage scales and dearness allowance of the 1955 and 1958 staff agreements on the one hand and the Wage Rate Order on the other. The union's case was that several of the working journalists had claimed the benefits under the 1955 and 1958 staff agreements after the Wage Rate Order was published but that the management had refused to allow them such an option and it appears that out of the 172 working journalists of the P.T.I. only 72 received any benefit under the Wage Rate Order and of these 64 were in Bombay and 42 of them had received this benefit under protest. Eighty of the working journalists were not entitled to any arrears under the Wage Rate Order. The company's case has been that no employee had sought the benefit of the 1955 and 1958 staff agreements in preference to the benefits conferred by the Wage Rate Order. But that is evidently not quite correct because from the applications filed in this case, particularly application No. 6|1960, by one Shri S. V. Mani, it is clear that several of the working journalists would be better off under the 1955 and 1958 staff agreements and it was but natural for them to have claimed the benefits of the 1955 and 1958 agreements than of the Wage Rate Order. The attitude of the management with regard to this option is indicated by the statements made by Shri K. N. Ramanathan, General Manager of the P.T.I. Before dealing with the evidence of Shri Ramanathan on this point, it is necessary to

state here that a circular which was issued by the management, dated 10th November, 1959 to its employees contained the following paragraph:—

> "If however the Federation considers that the existing Agreement is better than the Wage Committee recommendations, it can opt for the existing agreement under para 37 of the Wage Committee's recommendations. If such option is exercised in accordance with para 37, the P.T.I. management will be ready to accept it, and will also be ready to adjust the interim benefits it gave the staff from September, 1958."

From this it would appear that the management on 10th November, 1959, *i.e.*, before the date of this Reference, was prepared to allow its working journalists to opt for the benefits of the 1955 and 1958 staff agreements in preference to that of the Wage Rate Order. The covering letter, dated 13th November, 1959 which went with the circular of 10th November, 1959 referred to above was signed by Shri Ramanathan. However, when Shri Ramanathan was questioned about the grant of this option, he stated that he would not have straightaway granted the request of any working journalist who claimed the benefits of the 1955 and 1958 staff agreements but would have referred the question for legal opinion, even if he was satisfied that the working journalist would be entitled to higher total emoluments under the 1955 and 1958 agreements. He was not even prepared to grant the benefit to the working journalists as a class if they claimed the benefits of the 1955 and 1958 agreements. I am surprised at these statements of Shri Ramanathan when the covering letter to the circular, dated 10th November, 1959 bears the signature of Shri Ramanathan. Shri Ramanathan has tried to make out that the Board of Directors of the P.T.I. were not bound by the circular, dated 10th November, 1959 because it was issued only under the instructions of the then Chairman of the Board of Directors, Shri Upendra Acharya. I cannot help observing that it is this sort of attitude of the management which has led to the relations between the P.T.I. and its working journalists becoming as strained as they are at present. I have not the least doubt that the P.T.I. was bound by the offer contained in the circular of 10th November, 1959 and that the circular gave nothing more than what the P.T.I. was bound to pay under paragraphs 36 and 37 of the recommendations of the Wage Committee. I am, therefore, satisfied that each working journalist in the P.T.I. was under the Wage Rate Order, entitled to opt for the total emoluments made up of basic pay, dearness allowance, including location allowance and interim relief, covered by the staff agreements of 3rd July, 1955 and 4th December, 1958, in preference to the total emoluments under the Wage Rate Order.

113. I shall now deal with the non-journalist technical staff employed by the P.T.I. The most important technical department of the P.T.I. is the Transmission department, which the Federation has described as its nerve centre, in which as many as 166 teleprinter operators are employed. At present there are the following two scales of pay for teleprinter operators, *viz.*,

Junior scale—Rs. 90—7½—135—10—235—EB—12½—285.

Senior scale—Rs. 200—15—350.

148 of the teleprinter operators are in the junior scale and only 18 are in the senior scale. The importance of the work in the transmission department cannot be over emphasised, as speed, precision and accuracy in the transmission of news are the pre-requisites for the efficient running of a news agency. The average daily transmission of the P.T.I. is between 75,000 to 90,000 words. It is admitted that a junior operator is a person who produces tape for edited news items and other materials for transmission. One special feature of the work of the teleprinter operator is that he cannot verify what he has punched, and therefore any mistake in the punching of a message means a correcting message having to be sent out later. The senior operator, it is admitted, works at a higher speed than a junior operator, and has considerable more experience in the clearance of messages from the subscription room to the subscribers.

114. The management has stated that the essential qualification of a teleprinter operator is a good speed in typing and that it now employees S.S.Cs., who know typing; that within six months the teleprinter operator gets fully acquainted with his work; that all decisions with regard to priority of messages are taken by sub-editors who give an indication on the message itself what priority the message has to receive; that senior operators also only handle the transmission and the only qualification required of them is vigilance in following routine. The management has sought to compare the work of teleprinter operators with those of lino operators.

115. Under the charter of demands of April 1958, the Federation had asked for a running scale of Rs. 150—15—300—20—500—25—625—30—775 for all teleprinter operators, but in its statement of claim it has claimed three categories for teleprinter operators in the following scales of pay:—

Junior operator—Rs. 125—12½—175—15—250—20—500.

Senior operator—Rs. 200—25—350—30—650.

Superintendents—Rs. 350—30—500—40—800.

With the representatives of the parties I inspected the work of teleprinter operators and of the mechanics at the C.T.O. and the overseas communications department. It appears that in the overseas communications department, teleprinter operators have two scales of pay, *viz.*,

Junior—Rs. 90—5—120—EB—8—200—10|2—220.

Senior—Rs. 150—15—270—EB—15—330—10—340.

They also get dearness allowance at rates fixed by the Government of India for its employees, house rent and city compensatory allowance wherever admissible. Under the Central Pay Commission's Report the teleprinter operators' revised scales of pay are:—

Junior operators—Rs. 130—5—160—8—200—EB—8—256—EB—8—280—10—300.

Senior operators—Rs. 210—10—290—15—410.

With these revised scales of pay the dearness allowance on basic salary upto Rs. 150, is Rs. 10 and on basic salary between Rs. 151 to Rs. 200 the dearness allowance is Rs. 20 per month. In addition they get house rent and city compensatory allowance wherever admissible. In Government service in these two departments there are two supervisory grades, *viz.*, Assistant Supervisor—Rs. 430—15—475—20—535. Supervisor—Rs. 530—30—710. Under the Government of India teleprinter operators have to pass certain tests and possess certain qualifications before they are given the higher grade. At the hearing the union had no objection to the continuation of the two scales of pay for teleprinter operators, Junior and Senior, which in fact it had also claimed in its written statement, but it has in addition claimed the post of a Superintendent.

116. After considering the submissions of both parties I am inclined to think that there is no case made out for increasing the starting pay for the Junior teleprinter operator, as with the enhanced dearness allowance which I am awarding, he will at the start be quite well off as compared with the teleprinter operators in Government service. But I think that the maximum of his scale needs to be increased and in fact at the hearing the management was not averse to such a suggestion. I would, therefore, award for the junior teleprinter operators the scale of:—

Rs. 90—7½—135—10—235—EB—15—325.

Considering that in the P.T.I. there are only a small number of senior operators and they get the benefit of that higher scale only after they have put in several years service and they have become experienced and efficient, I think the start as well as the maximum of the senior operator's scale needs to be raised. The management is not seriously opposed to this. I would, therefore, prescribe for senior teleprinter operators the scale of:—

Rs. 235—15—325—20—405.

117. The management has opposed the creation of the post of Superintendent. But at the hearing it was established that in the four metropolitan centres the seniormost of the senior operators is in charge of the department and responsible for its smooth working; that though they are virtually the heads of their department they continue to be placed in the senior teleprinter's grade. It is admitted that in the Bombay office, of the five senior operators, one, namely Shri Anantha-krishnan, observes office hours and he is virtually the Superintendent of the transmission department, though he is not designated as such. Shri Sharma is in charge of the transmission department of the Delhi Office. In my opinion it is not fair that duties of a higher category should be taken, without adequate higher remuneration and justifies the creation of a higher grade than that of the senior operator. After considering the facts and circumstances of the case, I am of the opinion that there should be a selection grade for teleprinter operators to

which efficient senior teleprinter operators who are in charge of the department in their shift should be appointed and I award for them the scale of Rs. 325-25-550.

118. It will be noticed that the three scales of pay which I have awarded for the three categories of teleprinter operators are well below the scale of Rs. 150-775 claimed for them by the union in its charter of demands of April 1958.

ATTENDERS IN THE TRANSMISSION DEPARTMENT

119. Whilst the Federation has stated that the attenders have to file messages and tape and attend to incoming telephone messages and pass on the news items and services to appropriate departments, and has therefore sought to equate their duties with those of filing clerks, the management has stated that their duties are analogous to those of messenger boys and that most of them are promoted from the category of peons and are therefore at present put in the Havaldar's grade of Rs. 50 3-80. It was argued that there are six attenders in Bombay, two in Delhi and that in the Madras office attenders are designated as peons and paid the peon's grade. In Calcutta the attenders are put in the semi-skilled scale of Rs. 40-2-60. I have seen these attenders at work and it appears to me that they are doing duties a little higher than those of Havaldars. By my award I have raised the scale of pay of Havaldars to Rs. 50 3-80-5-85 and I therefore award for attenders the scale of Rs. 50-3-80-5-90.

ENGINEERING DEPARTMENT

120. The next department of the P.T.I. is the engineering department which has three sections, *viz.*, (1) the maintenance, (2) wireless reception and (3) the production. The main work of the engineering department is the proper maintenance of the teleprinter machines both at the P.T.I.'s office and in the subscriber's premises. There are 155 technicians working in the engineering department and the Federation claims that these mechanics are also required to be well versed in the mechanical and electrical aspect of transmission work.

MAINTENANCE BRANCH

121. The maintenance branch is the most important branch of the engineering department, as it employs 145 workmen. The work of this branch is to look after the 650 teleprinters and 100 automatic equipment in the 44 centres of the P.T.I.

122. I shall first deal with the case of the technicians.

123 The Federation claims the following scales of pay for the categories mentioned against each of them:—

Engineer—Rs. 400—30—550—40—830.

Senior Technician—Rs. 250—25—350—30—650.

Junior Technician—Rs. 125—12½—175—15—250—20—470.

In its charter of demands of April, 1958 the Federation had demanded one running scale of Rs. 150—15—300—20—500—25—625—30—775, the same as it had claimed for the teleprinter operators.

124. At present the company has the following two scales of pay for technicians:—

Junior Grade—Rs. 90—7½—135—10—235—12½—285.

Senior Grade—Rs. 250—20—450.

It will be noticed that whilst for the junior grade mechanic the present scale is the same as for the junior teleprinter operator, the scale of pay for the senior grade technicians is higher at the start by Rs. 50 and at the maximum by Rs. 100 than for the Senior teleprinter operator.

125. With regard to the claim for the post of engineer the union has urged that there are many senior technicians who have put in long years of service and are virtually doing the work of Engineers and who need to be designated as such and paid in a special grade. It was pointed out that during Reuter's regime, when there were only 500 teleprinter machines and 25 centres, as against the present 750 teleprinters and 44 centres, there were several European officers designated as engineers. The union has in this connection relied upon the note of the General Manager, dated 14th February, 1957 (ex. W-18) in which on the representation of the technical staff he had suggested to the Directors the creation of the post of the Assistant Chief Engineer and Wireless Engineer, in the grade

of Rs. 350-25-650 and of Production Engineer and Regional Engineer in the grade of Rs. 300 25-600. In the note the General Manager had stated, "all the potential incumbents were receiving emoluments which could easily be adjusted in the respective grades without there being any undue extra financial burden on the company. The only difference from the monetary point of view would be that from the following year a few—about six—senior technicians would get slightly higher increments than they would be getting at present, say Rs. 25 instead of Rs. 20 under the existing scale." However, this proposal was not accepted by the Directors.

126. In my opinion there is some justification for this grievance of the union as it does appear that some of the senior technicians are virtually doing the duties of engineers in their department. I think that in the facts and circumstances of this case the provision of a selection grade of Rs. 350-25-600 for the technicians would meet the requirements of this case.

127. The union has sought to draw a comparison with the higher scales of pay paid to technicians in the Times of India Press, but the management has stated that that would be no basis for comparison, because the Times of India Press is one of the leading printing presses in the country with various kinds of printing machinery and its capacity to pay is much higher than that of the P.T.I. I, therefore, accept the Company's contention that the scales of pay and dearness allowance paid by the Times of India can provide no basis for fixing the scales of technicians of the P.T.I.

128. I also inspected the work of the technicians in the C.T.O. and the overseas communications department at Bombay with the representatives of the parties. In the overseas communications department there are two grades of pay for technicians *viz.*,

Class I—Rs. 160—10—300.

Class II—Rs. 100—5—125—6—155—EB—6—185.

Class I is a promotion grade depending upon seniority, eligibility and vacancies being available. Recruitment is made from mechanics with 5 years' workshop experience. Class II mechanics are expected to handle work on lathes, drill and milling machines.

129. It does, therefore, appear that the technicians in the overseas communications and the central telegraph office have to undergo a better training and are better qualified than the technicians grade II of the P.T.I. But it was pointed out that at the start the technician class II, in the overseas communications and the C.T.O. at Bombay, is better off than the technicians junior grade of the P.T.I. at Bombay inasmuch as the former gets a total emolument of Rs. 187·50 per month as against Rs. 160 in the P.T.I. There is, besides, the other factor of greater security of service under Government and more chances of promotion.

130. The union at the hearing relied upon the scale of pay for technicians at present in force in certain Engineering concerns in Bombay, as a result of agreements or awards, and it has argued that compared to those scales of pay, the scales of pay of the Technicians in the P.T.I. are low. The management has opposed the demand for a revision mainly on the ground of its financial incapacity. Considering all the facts and circumstances, I am satisfied, that the maxima of both the existing scales of pay for Junior and Senior Technicians need to be raised. I would, therefore, prescribe for Technicians the following scales of pay:—

Junior Technician—Rs. 90—7½—135—10—235—EB—15—325.

Senior Technician—Rs. 250—20—350—25—500.

It will be noticed that in the revision the senior technician has been awarded the same scale as has been awarded for the senior teleprinter operators, who were both under the agreement of 1955 placed on a common scale of pay. To this extent the revision of the scale of pay has not disturbed the existing parity between these two categories. As regards the senior technicians, as compared with the senior teleprinter operator I have maintained the existing difference of Rs. 100 in the maximum of their respective scales and have retained the start of Rs. 250 which the senior technician is getting under the 1955 agreement.

PRODUCTION DEPARTMENT

131. This branch was started in Bombay in 1949, for adequate supply of spare parts. It employs only about 33 workmen. Though it does manufacture spare

parts of teleprinter machines for the telegraph department and other Government offices, it is not run on commercial lines. The skilled and semi-skilled workers in the workshop are under the agreement of 1955 paid in the scales of Rs. 70—5—95—6—125—7½—185 and Rs. 40—2—60, respectively. The union has asked for them the scale of Rs. 125—10—165—12½—215—15—305—20—365 and for the foreman Rs. 400—20—500—25—625—30—775. In my opinion, these scales are, to say the least unjustified. There is, however, no doubt that some increase in the maximum of the scales of pay agreed to under the agreement of 1955 is justified considering the scales of pay now generally paid for this type of work in Bombay and the company was not averse to it at the hearing. I would therefore prescribe for skilled workers the scale of Rs. 70—5—95—6—125—7½—200 and for the semi-skilled the scale of Rs. 40—2—60—3—75. It will be noticed that I have raised the maximum of these scales by only Rs. 15.

132. The Federation has made a claim that there are senior workmen in the workshop who are practically in charge of the section. From the submissions of the parties it does appear to me that there are workmen who are virtually in charge of these sections and it is necessary to provide for the scale of a section in charge and I would, therefore, award for him the scale of Rs. 170—7½—200—10—230.

133. *Paper Boys/Machine Attenders.*—There is a category known as paper boy or machine attender. He attends to the machines with the subscribers and his duty is to replace the rolls of paper and ribbon and make small adjustments. At present he is in the semi-skilled grade of Rs. 40—2—60. The Federation wants for him the scale of pay of Rs. 80—5—110—7½—155—10—185, which I consider exhorbitant. I have revised the semi-skilled scale of pay from Rs. 40—2—60 to Rs. 40—2—60—3—75, and I would award the same to the paper boys.

134. *Chief Engineer's Assistant and Factory Assistant.*—He is at present in the clerical scale of Rs. 80—5—100—7½—175 and in addition he is paid Rs. 10 as typing allowance Rs. 25 as special allowance. The Federation wants for him the scale of Rs. 175—20—475 which in my opinion is excessive and in support of which it could not advance any cogent arguments. There is another post of Factory Assistant, who is also paid in the same manner as the Chief Engineer's Assistant. Having heard the submissions of the parties the only change which I think justified is that the Chief Engineer's Assistant and the Factory Assistant will get the revised scale of pay for junior clerks with the additional typing allowance of Rs. 10 per month, but the special allowance of Rs. 25 which both of them at present get shall be merged in their basic pay and they shall thereafter be placed at the appropriate stage in the revised scale of pay for junior clerks awarded herein, and I award accordingly.

135. *Wireless Reception Branch.*—This branch admittedly exists only in the Bombay office. The company denies the existence of any separate wireless branch and has stated that there is a senior technician who receives wireless messages from the wireless Station at Borivili. The Federation on the other hand has stated that there is a wireless engineer and has referred to the company's letter dated 10th December, 1958, asking for a telephone at the residence of the wireless engineer. The union has also stated that there are six technicians who are under the control of a senior man working in this branch. These technicians would come under the general cadre of technicians dealt with earlier.

136. With regard to the separate post of engineer for this section, the claim does not appear to be justifiable, as there is no separate branch like the Wireless Reception Branch.

137. *Printing and Stationery Department.*—This department has in all five employees consisting of one assistant, one senior clerk, and three skilled workers and after an inspection of the department I am not at all impressed by the claims that have been made by the union on behalf of the assistant in charge of the department. The three skilled workers and the senior clerk in this department will be covered by the scales of pay fixed for these categories by this award. With regard to the assistant the union's argument was that he purchases and despatches stationery and that the present incumbent of the post has reached the maximum of his existing scale of Rs. 250—10—450. It has claimed for him a scale of Rs. 400—30—550—40—830, which on the face of it is excessive. For assistants I am in this award fixing the scale of Rs. 250—20—350—25—500 and the assistant in this department will get the benefit of that scale and I award accordingly.

133. I shall now take up the question of the scales of pay for the staff of the administrative department which includes the staff working in the General Manager's Secretariat and the Accounts Section and the clerical staff under the direct control of the General Manager or departmental heads in the head office or the managers of the news bureaus. I give below the designation of the various categories, their present scales of pay and those demanded by the Federation:—

Designation	*Present scale of pay*	*Scale demanded*
Cashier & Assist Accountant	..	Rs. 400—30—550—40—830.
Secretary	Rs. 300—20—460	Rs. 350—25—500—30—740
Stenographer	Rs. 120—10—210—15—300	Rs. 175—20—475.
Typists	Junior clerk's grade plus Rs. 10/- typing allowance.	Same as for junior clerks *viz.* Rs. 100—10—170—15—245—20—365.
Telephone Operators	Same as for junior clerks plus Rs. 10/ as telephone operators allowance.	*Telephone operator* : Senior: Rs. 175—20—475. Junior: Rs. 100—10—170—15—245—20—365.
Senior Clerks	Rs. 175—10—275.	Rs. 175—20—475.
Junior Clerks	Rs. 80—5—100—7½—175	Rs. 100—10—170—15—245—20—365.
Assistants	Rs. 250—20—450	Assistant cashier and assistants—Rs. 325—25—500—30—710.

139. The total number of clerks including typists and stenographers in the employ of the P.T.I. is 26 of whom 21 are employed in Bombay, and throughout India the accounts staff total only 14. When considering the appropriate scales of pay for the clerical staff it is also necessary to take into account their total emoluments made up of dearness allowance and location/city compensatory allowance at present being paid to certain categories.

140. The existing rates of dearness allowance are as follows:—

Salary Slab	*Dearness Allowance*
For basic salary up to Rs. 100/-	Rs. 35/-.
For basic salary from Rs. 101/- to Rs. 300/-	Rs. 45/ or 30% whichever is higher.
For basic salary from Rs. 301/- to Rs. 500/-	Rs. 100/-or 25% whichever is higher.
For basic salary above Rs. 501/-	Rs. 125/-or 20% whichever is higher.

Rs. 10 extra is being paid to the staff excluding peons drawing below Rs. 300 in total emoluments in the four metropolitan centres of the P.T.I., namely, Bombay, Calcutta, Delhi and Madras. This is virtually a city compensatory/location allowance paid to employees other than peons drawing total emoluments of less than Rs. 300 p.m. These payments are made under the agreement entered into between the Federation and the management of the P.T.I. on 3rd July, 1955.

141. The Federation has argued that the scales of pay fixed for the above categories of employees under the 1955 agreement are low and that the agreement was entered into in a spirit of accommodation and in anticipation that it would be revised after a period of three or four years. The management has opposed any revision on the ground that the agreement of 1955 was in final settlement of the demands then made and that there has been no change in the circumstances to justify a revision of the scales of pay fixed for these categories under the agreement of 1955.

142. I have already held that the question of the agreement of 3rd July 1955 having finally settled all the demands have become an academic one as by giving interim relief under the agreement of December 1958 and virtually promising therein further payments in final settlement, the management has practically conceded that these scales of pay and the rates of dearness allowance and other allowances require to be revised and upgraded. Even otherwise, compared to the existing scales of pay paid to clerks, typists and stenographers in Bombay City and other metropolitan centres, where a majority of the clerical staff of the P.T.I. are employed and considering what the clerical staff in the service of the Government of India are now paid under the recommendations of the Second Pay Commission, the total emoluments including the dearness and location allowance, paid to these categories are inadequate and require to be revised. I have separately dealt with the demand for dearness allowance and taking into account the rates of dearness allowance and the location/city compensatory allowance fixed by me and bearing in mind the existing scales of pay in other concerns to which both parties referred at the hearing I am satisfied that the union has made out a case for raising the maxima of the scales of pay for these categories of employees. The existing junior clerk's grade stops at a maximum of Rs. 175 and the senior clerk's maximum is Rs. 275. The present maximum of the Assistant's grade is Rs. 450 which compared to what is paid to like categories is low. After considering all the facts and circumstances I award the following scales of pay for the different categories:—

Junior Clerks—Rs. 80—5—100—7½—175—10—225.

Senior Clerks—Rs. 175—10—225—15—270—20—330

Assistants—Rs. 250—20—350—25—500.

Cashier and Asstt. Accountant—Rs. 250—20—350—25—550.

Stenographers—Rs. 120—10—200—15—320—20—360.

Steno Secretaries—Rs. 300—20—400—25—500.

Telephone operators and typists—Rs. 80—5—100—7½—175—10—225 plus Rs. 10 extra allowance.

143. The remaining categories to be dealt with are those belonging to the lower grade staff and the drivers. I have not prescribed any scales of pay for Assistant Cashier, as this category does not appear to exist in the P.T.I.

144. There are only two motor drivers in the P.T.I. and they are treated as skilled workmen in the grade of Rs. 70—5—95—6—125—7½—185. The union in its statement of claim has demanded for the driver a scale of Rs. 100—10—200—15—350 which unquestionably is high. I have in this award raised the maximum of the skilled workers to Rs. 200. The senior driver at Bombay who has put in long years of service in the company has reached the maximum of the present scale. Since motor drivers are at present paid in the skilled grade it is fair that they should get the benefit of the revised scale prescribed by me for skilled workers *viz.*,

Rs. 70—5—95—6—125—7½—200, and I award accordingly.

145. The company employs in all 254 peons, havaldars, sweepers etc., of whom 145 are employed in metropolitan centres in the grade of Rs. 45—2—55—3—70. The company employs 30 havaldars in the metropolitan centres and they are paid the scale of Rs. 50—3—80. The peons etc. employed in the mofussil centres of the P.T.I. number 109 and are in the scale of Rs. 30—2—38—3—65. As I have stated earlier, the company pays a dearness allowance of Rs. 35 to its subordinate staff working in Bombay, Calcutta, Delhi and Madras and Rs. 25 to those working in the other centres. Under the staff agreement of 4th December 1958 the subordinate staff got an interim increase of Rs. 10 per month. The position, therefore, with regard to the total emoluments of peons and havaldars in metropolitan and mofussil centres is as follows:—

Havaldars in the metropolitan centres of Bombay, Calcutta, Madras and Delhi get a total emolument of Rs. 95 made up of Rs. 50 basic, Rs. 35 dearness allowance and Rs. 10 interim relief while in the mofussil he gets a total emolument of Rs. 85 because of the dearness allowance there being less by Rs. 10.

146. The lowest paid peon in the metropolitan centres gets a total emolument of Rs. 80 made up of Rs. 35 basic, Rs. 35 dearness allowance and Rs. 10 interim relief. The peon in the mofussil centres gets a total emolument of Rs. 65 made up of Rs. 30 basic, Rs. 25 dearness allowance and Rs. 10 interim relief. The union has

demanded the scale of Rs. 90—5—140—10—200 for the havaldars and for the rest of the lower grade staff of Rs. 50—4—70—5—110. These scales in my opinion are excessive. As pointed out by me when dealing with the question of dearness allowance under the recommendations of the Central Pay Commission the lowest paid employee in the mofussil centres gets a total emolument of Rs. 8 which may be treated as the National minimum. In the cities of Bombay and Calcutta a class IV Central Government employee gets a total emolument of Rs. 97·50 made up of basic pay, dearness allowance, house rent allowance and city compensatory allowance and in other cities something less. Compared to what the Central Government servants are paid the lower grade staff of the P.T.I. are not adequately paid and their total emoluments need to be increased. I am conscious that the total number of lower grade staff employed by the company is quite large as they number over 250 and that any increases in the total emoluments of these workmen will put a substantial financial burden upon the company. But that does not mean that the company can justify its paying a lower total emolument to its lower grade staff than the minimum prescribed by the Central Pay Commission which may well be regarded as the National minimum for like categories of employees. In fact I am making a concession in favour of the P.T.I. awarding the lower grade staff in Bombay and Calcutta by way of total emoluments at the start something less than what a Central Government employee of class IV would get as his total emoluments.

147. Bearing in mind the increased rate of dearness allowance which I am prescribing under this award as well as a location/city compensatory allowance of Rs. 5 per month for the lower grade staff I think that the existing scales of the lower grade staff need to be revised as follows:—

Peons, sweepers and other lower grade staff in metropolitan and mofussil centres—Rs. 35—2—43—3—70.

Havaldars—Rs. 50—3—80—5—85, and I award accordingly.

148. I may say that the category of peons shall include all the subordinate staff other than havaldars not specifically designated in this award.

149. In the result I answer issue No. 4 in the affirmative and I hold that the workmen, other than working journalists, are entitled to grades and scales of salaries more favourable than those to which they are entitled under the agreements of 3rd July 1955 and 4th December 1958, to the extent prescribed by me, as stated above. In the case of working journalists also, I answer the issue in the affirmative and hold that they are entitled to grades and scales of pay which are more favourable to them than those to which they are entitled under the Government order dated 29th May 1959, to the extent prescribed by me, as stated above.

150. I may at this stage dispose of the written statements of claim filed by five individual employees of the P.T.I., who are not represented by the Federation. The Press Trust of India has filed its written statement in reply to each of these individual statements of claim and I gave an opportunity to each of these individual employees to make their submissions in support of their written statements of claim.

151. There appears to be a misunderstanding as to the purpose of inviting written statements from workmen who are not represented by the Federation, which admittedly represents an overwhelming majority of the employees of the P.T.I., both journalists and non-journalists. The purpose of issuing such notices calling for written statements is that if the workmen are represented by another trade union or there is a large group of employees not belonging to the union they could be heard on the subject matters of the industrial dispute. What has happened here is that individual workmen have filed individual statements of claim in which they have pressed their individual claims for a higher wage scale or higher grouping under the Wage Rate Order or under the existing terms and conditions of service. An Industrial Tribunal adjudicating on an industrial dispute cannot entertain such individual written statements which are claims by individual workmen for certain benefits unless they involve questions of general principle. With these remarks I propose to deal briefly with each of the five written statements.

152. I shall first deal with the written statement of Shri G. R. Ponkshe, who holds the post of Commercial Editor in the Press Trust of India. The grievance of Shri Ponkshe as stated by his learned Counsel Shri C. L. Dudhia arises out of his grouping under the Wage Rate Order. He has claimed (i) that he should be grouped in group 1A and (2) that the pay scale of Rs. 1,250—100—2,000 should be prescribed for group 1A. Shri Ponkshe's case is that he does not come under

the category of Commercial Editor which category has been placed in group II by the Wage Rate Order as he is not only the commercial editor but also carries out administrative and managerial functions. He further states that the management had never intimated to him in which group he had been placed under the Wage Rate Order; that Shri Ponkshe when he learnt that he was being grouped in group 1A wrote a letter dated 31st December, 1959 to Shri K. N. Ramanathan, General Manager of the company requesting him to confirm that he had been placed in group 1A. Shri Ponkshe has complained in his written statement that he had not been placed in group 1A but the management stated that he has been placed in group 1A. The result, however, is that Shri Ponkshe's first demand is satisfied. The management has however opposed the scale of pay claimed by Shri Ponkshe and has rightly pointed out that the Wage Rate Order had not fixed any scales of pay for working journalists of group I and group 1A, but very rightly left it to the newspaper establishments and each working journalist of that group to decide mutual agreement what should be the scale of pay for each working journalist of those categories. Shri Shah for the management has, in my opinion very rightly, pointed out that the Federation had not claimed any scales of pay for working journalists in relation to groups 1 and 1A nor had any of the other six working journalists placed by the management in group 1A claimed the benefit of any uniform scale of pay, and he has argued that it would be unfair for those six persons if the Tribunal were to prescribe a scale of pay for group 1A working journalists, when there is no scale of pay recommended for that group by the Wage Rate Order. Shri Shah has argued, I think with some justification, that the categories of working journalists of the P.T.I. falling in group 1A discharge such distinct and different duties and functions that each one may be treated as being in a separate class by himself and it would be unrealistic to fix a uniform scale of pay for all of them. In view of this, whatever other grievances or claims, Shri Ponkshe may have against the management with regard to the manner in which he has been treated in the matter of the allowance which was granted to him in June 1959 prior to the publication of the Wage Rate Order or in the matter of his classification or otherwise I do not think I would be justified on his written statement in prescribing a wage scale for group 1A working journalists, particularly as the Federation has not, in my opinion, wisely, claimed any fixed scale of pay for group 1A. Whatever I have stated above will not prejudice in any manner any claim which Shri Ponkshe may have against the management arising out of the implementation of the Wage Rate Order or otherwise.

153. I shall next deal with the written statement of claim of Shri Mangatrai Gaur who was a sub-editor of the Press Trust of India at Allahabad. His written statement is directed against the order of the management dated 11th March, 1959 informing him that he would be retired from service from 1st May, 1959, on which date he reached the age of superannuation. Shri Gaur has further claimed that he is entitled to certain payments from the management under the Wage Rate Order, that the superannuation age of 55 years provided by the agreement of 1955 was not binding on him as he was not a party to the agreement not being a member of the Federation. The company in its written statement and at the hearing of this written statement on 10th June, 1960 argued that this Tribunal had no jurisdiction to consider the written statement of claim of Shri Gaur as he was not a workman on the date of the reference, having ceased to be in service from 12th May, 1959, prior to the reference of this dispute to this tribunal by the Governments's order dated 21st November, 1959. Shri Shah for the management has further argued that no industrial dispute with regard to the retirement of Shri Gaur had been raised or referred to this Tribunal.

154. In my opinion I have no jurisdiction to entertain the claim put forward by Shri Gaur in his written statement of claim, as he was retired from service on 12th May, 1959, on which date as admited by him, he completed the age of superannuation. His retirement clearly took place prior to the date of the reference of this dispute to adjudication and therefore I would have no jurisdiction under the present reference, which is of later date to adjudicate upon it as Shri Gaur was not in service and therefore not a workman concerned in this dispute on the date of the reference. Besides, Shri Gaur was bound by the age of superannuation provided by the agreement of 1955 even though he was not a member of the Federation as he admittedly received all the benefits under the 1955 agreement. Besides, no industrial dispute has been raised by any union or any substantial body of workmen of the P.T.I. with regard to the superannuation of Shri Gaur nor has any industrial dispute with regard to his superannuation been referred for adjudication to me and as such there is no industrial dispute existing of which I can take any cognisance. In the result, I hold that Shri Gaur is not entitled to claim any relief in this reference. What I have stated above shall not in any way

prejudice whatever other claims or other remedies, if any, which he may have against the P.T.I.

155. A statement of claim was also received from Shri S. Viswanathan, Chief Reporter of the P.T.I. at Madras dated 23rd December 1959. In his written statement Shri Viswanathan has supported the claim of the Federation for raising the age of retirement from 55 to 60 and he has also prayed that the P.T.I. may be directed not to enforce the rules relating to superannuation under the 1955 agreement until this Tribunal gave its award. The other point that he has urged in his written statement is that in the case of retirement of a working journalist the rate of gratuity should be at least three-fourth if not the whole of a month's salary for each completed year of service and not half a month's salary as prescribed under the Working Journalists Act of 1955.

156. The P.T.I. in its written statement dated 2nd April 1960 has opposed the demands made by Shri Viswanathan. The hearing of Shri Viswanathan's statement of claim was fixed for 28th July, 1960 and notice thereof was served on him by registered post, but he did not care to appear and support the contentions raised by him nor did he urge anything in support of his application for interim stay. It appears that Shri Viswanathan was due to retire on 7th March, 1960 but was granted six months extension of his service by the management, on completion of which, he has been retired from service. Against his retirement Shri Viswanathan has filed a complaint under Section 33A, being complaint No. 19 of 1960 in which I am making a separate award and therefore I am not dealing with it here. On the question of superannuation the grounds urged by Shri Viswanathan have also been urged by the Federation in spport of its demand for raising the present age of superannuation to 60 years, and I have dealt with those grounds in my Award on that demand.

157. A separate statement of claim was filed by Shri Jyoti Sen Gupta, a working journalist of the P.T.I. who is at present posted at Calcutta. Shri Jyoti Sen Gupta is an experienced and old working journalists of the P.T.I. who has worked as its correspondent in Ceylon and Dacca in Pakistan. Under the Wage Rate Order he has been classified as senior correspondent and placed in group IIA. Considering the functional definition of senior correspondent Shri Sen Gupta does not challenge that the company has strictly speaking been correct in classifying him in group IIA but he claims that the news editor's functional definition should be amended, to news editor of a metropolitan centre so as to enable him to qualify for group II. It is, however, admitted that there is no such definition in the Wage Rate Order. It would thus appear that Shri Jyoti Sen Gupta's complaint is at best one of wrong categorisation. Such disputes are not before me. In the correspondence that ensued between the management and the Federation, the management has specifically offered to refer disputes and differences regarding categorisation of individual working journalists to arbitration. Perhaps this would be one such case. In any event I have no jurisdiction to entertain individual claims of categorisation in this reference. What I have stated above should not prejudice in any manner whatever claims Shri Jyoti Sen Gupta may have against the management against his categorisation or otherwise.

158. Shri R. P. Rao a reporter of the P.T.I. at Bombay filed an individual statement of claim dated 10th December, 1959 claiming that he should be placed at least in group IIA. The P.T.I. by its written statement in reply dated 2nd April, 1960 has opposed the claim. At the hearing of Shri Rao's application on 27th July, 1960 he filed a petition withdrawing his written statement and the management stated that it had no objection to its being withdrawn. Since Shri Rao has withdrawn his written statement, it is unnecessary to consider his statement of claim.

159. Shri B. S. Nadkarni who has filed an individual statement of claim dated 7th January, 1960 is working as an Assistant Accountant in the Bombay office of the P.T.I. and is in the Assistant's grade of Rs. 250—20—450. He is a non-working journalist and claims that he is working virtually as an Accountant. He has filed a statement of the duties performed by him which the management has admitted. The question is whether there should be a grade between the Chief Accountant and that of the Assistant, for the type of work which Shri Nadkarni performs, which is really the work of an Assistant Accountant. In his written statement he has claimed a scale of pay of Rs. 500—30—650—50—900. The Federation in its written statement of claim has asked for a scale of pay of Rs. 400—30—550—40—830 for the Cashier and Assistant Accountant and Shri Nadkarni claims that that should be the scale of pay fixed for him. At the hearing Shri Shah, for the management, pointed out that the recommendation of the previous

General Manager of the P.T.I. in his note dated February 1957 for a special grade for Shri Nadkarni was not accepted by the Board of Directors of the P.T.I., as it would have disturbed in 1955 categorisation. He stated that Shri Nadkarni's emoluments on 1st March 1960 were Rs. 593 made up of Rs. 450 basic Rs. 113 dearness allowance and Rs. 30 interim relief; that he had joined the P.T.I. on 1st November 1948 on Rs. 275 inclusive of dearness allowance and that for the work he was doing considering the length of his service, the total emoluments paid to him were adequate.

160. In my award I have fixed a scale of Rs. 250 to Rs. 550 for ca hiers and assistant accountants who perform duties anolagous to those of Shri Nadkarni. In the circumstances, no separate directions are necessary on Shri Nadkarni's statement of claim.

161. Shri A. S. Krishnan, who is designated as a Steno-Secre ary of the P.T.I. and is working in the Bombay office has filed a separate written statement in which he has stated that he is at present paid in the scale of Rs. 300—20—460, which is the same scale provided for Steno-Secre'aries under the 1955 agreement. He, however, claims that he should be awarded a special scale of pay of Rs. 600—30—750—50—1,000 because of certain special duties performed by him in addition to those of Steno-Secretary, particularly those connected with the realisation of arrears of subscriptions because of its importance to the organisation and because of the responsibility and amount of work involved. Shri Krishnan claims that he has been doing that work independently since 1953. He says that the work really belongs to the accounts section but was being a tended to by him since 1953 as an additional responsibility. Since 1952 Shri Krishnan has been preparing a special commodity service for the Reserve Bank of India for which he is at present paid a special allowance of Rs. 50 per month. In his statement of claim Shri Krishnan has given details of the work involved in the collection of subsription arrears which he has grouped under three heads, namely—

(i) collection of monthly dues promptly and regularly;

(ii) liquidation of arrears;

(iii) matters relating to recurring changes in subscription dues.

At the hearing Shri Krishnan stated that if the higher scale of pay demanded by him was not granted he should be granted a special allowance.

162. The management in its written statement, and by its submission at the hearing has opposed Shri Krishnan's claim. It has pleaded that Shri Krishnan's ca'e is covred by the union's demands for the higher scale of pay for Steno-Secretaries. The company's case is that Shri Krishnan is only a graduate; that he joined service in 1949 on a basic salary of Rs. 200 plus Rs. 25 dearness allowance and that as a result of the fitment in the scale of pay for Steno-Secretaries prescribed under the 1955 agreements he had got an increase in his emoluments by Rs. 103·50 per month over his emoluments in 1954 and that as on 1st March 1960 his total emoluments amounted to Rs. 630 per month.

163. But in my opinion, the point is not what emoluments Shri Krishnan has been drawing under the scales of pay fixed for Steno-Secretaries under the agreement of 1955 or what he will draw under the scales of pay awarded by me for Steno-Secretaries in this dispute. The question is whether Shri Krishnan has been doing any additional responsible work than of Steno-Secretary and whether such additional work calls for grant of a higher scale of pay or of a special allowance. Shri Ramanathan at the hearing has sta ed that the final responsibility for the realisation of arrears of subscriptions rests on him. That may be so, but the work in connection with the realisation of the subscription is done by Shri Krishnan. From what was s'ated at the hearing and from the copies of documents enclosed with Shri Krishnan's application, I am more than satisfied that the work Shri Krishnan has been doing in connection with the realisation of arrears of subscriptions is not the normal work of a Steno-Secretary, but that this is additional responsible work which would justify his claim for a better scale of pay. I accept Shri Krishnan's contention that this work really should be attended to by the accounts department. At the hearing, I was told that another Steno-Secretary who is now called the office secretary to the Board of Directors is paid in the special scale of Rs. 510—15—600 because of certain special duties he performs in addition to his duties as Steno-Secretary. As I am satisfied that Shri Krishnan also performs special duties in attending to the work of realisation of arrears of subscriptions, he should also be given the special scale of pay of Rs. 510—15—600. I have, however, in my opinion

no jurisdiction to grant a special scale and I would, therefore, recommend to the management that Shri Krishnan be placed in a similar special scale of pay *viz.*, Rs. 510—15—600 as long as he continues to perform the duties which he now performs with regard to realisation of arrears of subscriptions. I further recommend that he should get the benefit of this new scale from 1st April 1960.

Dearness allowance and city compensatory allowance:

164. The present rates of dearness allowance for the journalist and non-journalist employees, excluding, the lower grade staff under the 1955 staff agreement are as follows:—

Upto basic salary of Rs. 100 . .	Dearness allowance of Rs. 35/-.
Basic salary of Rs. 101 to Rs. 300 .	Dearness allowance of Rs. 45/- or 30% whichever is higher.
Basic salary of Rs. 301 to Rs. 500 .	Dearness allowance of Rs. 100 or 25% whichever is higher.
Basic salary of Rs. 501 and above .	Dearness allowance of Rs. 125/- or 20% whichever is higher.

165. The agreement of 1955 also provided for the payment "Rs. 10 extra to the staff, excluding peons, drawing below Rs. 300 in total emoluments in Bombay, Delhi, Calcutta and Madras", and this has come to be known as the metropolitan allowance.

Dearness allowance for lower grade staff:

166. Rs. 35 in Bombay, Delhi, Calcutta and Madras and Rs. 25 in other centres.

167. By the staff agreement of 4th December 1958, an interim relief at the following rates was provided for the permanent employees as on 1st September 1958, and those to be made permanent thereafter:—

(1) "Rs. 10 per month for havaldars, peons and semi-skilled workers.

(2) Rs. 15 or six per cent on basic pay and dearness allowance, whichever is higher, to the rest of the staff, subject to a maximum of Rs. 30."

The agreement further proved—

"These *ad hoc* increases will be adjusted in basic pay and/or dearness allowance and/or other allowances under the final settlement on emoluments for journalists and non-journalists to be reached between the management and the Federation."

168. The question of how this interim relief has to be adjusted, forms the subject matter of controversy between the parties and I shall refer to it a little later.

169. By the charter of demands of April 1958, the union claimed minimum dearness allowance applicable to all categories at the following rates:—

"First slab up to Rs. 100 . .	50% or Rs. 50 whichever is higher.
Second slab from Rs. 101 to 300 .	40%
Third slab from Rs. 301 to Rs. 500	30%
Fourth slab from Rs. 501 onwards	20%

Along with this increased dearness allowance the union also claimed "location allowance", for all categories of employees at the following rates:—

	Rs.
Area I : Cities with a population of above 10 lakhs	50
Area II : Towns with a population from 5,00,000 to 10,00,000 . . .	30
Area III : Towns with a population from 3,00,000 to 5,00,000 . . .	20
Area IV : Towns with a population from 1,00,0001 to 3,00,000 . . .	10
Area V : Towns with a population below one lakh.	No location allowance.

170. By the charter of April 1958 as stated earlier, the Union has demanded scales of pay with much higher amounts as starting and maximum pay than is provided at present for various categories.

171. The Wage Rate Order has provided the following scheme of dearness allowance for working journalist:—

Range of basic pay	Area I	Area II	Area III
	Rs.	Rs.	Rs.
Rs. 65 to 100	50	40	30
Rs. 101 to 200	60	50	40
Rs. 201 to 300	70	60	50
Rs. 301 to 400	80	70	60
Rs. 401 to 500	90	80	70
Rs. 501 to 750	105	95	85
Rs. 751 and above	120	110	100

172. A comparison of this scheme of dearness allowance with the scheme of dearness allowance agreed to by the agreement of 1955 which is applicable to both the working journalists and non-working journalis s shows that upto the basic pay of Rs. 190 the dearness allowance fixed by the Wage Committee is higher than under the 1955 agreement, if the city compensatory allowance is not taken into account. If the city compensatory allowance is taken into account then the Wage Committee's scheme of dearness allowance is better upto basic pay of Rs. 150 only and this applies to Area 1 alone.

173. In the written statement filed in this reference the union has claimed dearness allowance at a still higher rate on the following basis:—

Basic Pay	Dearness Allowan ce
On the first Rs. 100	Rs. 60
On the next Rs. 100	40%
On the next Rs. 100	30%
On the next Rs. 100	20%
On the next Rs. 100	10%
On the balance	10% subject to maximum of Rs. 50/-

174. By its written statement the union has also claimed house rent and location/city compensa'ory allowances as per the schedule attached to it. The two allowances are claimed for "A", "B", "C" and "D" class cities on percentage basis of basic pay. It is not necessary to set out in detail the particulars of the rates at which these two allowances are claimed, as I am not awarding any house rent allowance. In its written statement the Union has also claimed higher scales of pay for both the journalist and non-journalist employees.

175. At the hearing Shri P. B. Kamerkar, the learned Advocate for the Union. in support of the demand for enhanced rates of dearness and city compensatory allowances has urged 3 main grounds (a) that since the last agreement of 1955 there had been a substantial rise in the cost of living which had not been adequately neutralised even by the interim relief provided under the staff agreement of 4th December 1958. (b) That the rates of dearness and city compensatory allowances at present in force, are low as compared to the rates of dearness allowance and compensatory allowance generally paid by an industry of equal financial capacity and (c) that the total emloument s of the non-journalist workmen at the lowest level, even including the Interim Relief, do not come

up to the level of the minimum total emoluments fixed for Central Government Employees by the Central Pay Commission.

176. Mr. B. Narayanaswamy, the learned Advocate for the P.T.I. has opposed any increase in the rates of dearness allowance and any increase in the payment of city compensatory allowance on the ground that the P.T.I. had not the capacity to pay its employees anything more than what it was paying them at present.

177. I have heard the submission of both parties at some length on this demand, and I am of the opinion that an increase in the present rate of dearness allowance on basic pay upto Rs. 200 per month is justified. When the dearness allowance was fixed by the agreement of 1955—the average of the All India Consumer Price Index Number for 1955 was only 96, which rose to the average of 116 for 1958—a clear rise of 20 points and since 1958 the All India Consumer Price Index Number has further risen. In my opinion, the minimum dearness allowance of Rs. 35 for basic pay upto Rs. 100 and of Rs. 45 or 30 per cent of the basic pay for basic pay upto Rs. 200 is low, as even after including the interim relief amount, the total emoluments of the lowest paid class IV employee and the clerical and technical staff of the company, made up of basic pay, dearness allowance, interim relief and the metropolitan allowance is even now lower than what has been recommended as the minimum total emoluments for the same class of employees by the Central Pay Commission.

178. The P.T.I. is paying its lowest paid class IV employees employed in the mofussils inclusive of the amount of interim relief granted in December 1958, the total emolument of Rs. 65, which falls short by Rs. 15 of the minimum emoluments of Rs. 80·00 recommended by the Pay Commission for class IV employees of the Central Government in non-costly cities. The P.T.I. pays its lowest paid class IV employees in the metropolitan centres at Bombay, Calcutta, Madras and Delhi a total emolument of Rs. 80 which falls short by as much as Rs. 17·50 per month, of the minimum emolument fixed by the Pay Commission for class IV employees in Bombay and Calcutta.

179. Like-wise, for its lowest paid clerical staff the total emoluments paid by the P.T.I. in Bombay city is—

Rs 80 Basic Pay.
Rs. 35 Dearness allowance.
Rs. 15 Interim Relief.
Rs. 10 Metropolitan allowance.

Rs. 140 Total.

The Pay Commission has for the lowest paid clerk in Central Government Service in Bombay and Calcutta fixed a total emolument of Rs. 152·50 made up of—

Rs. 110·00 Basic Pay.
Rs. 10·00 Dearness allowance.
Rs. 20·00 House rent allowance.
Rs. 12·50 City compensatory allowance.

Rs. 152·50

It will thus be seen that the lowest paid clerk of the P.T.I. in Bombay city gets a total monthly emolument which is lower by Rs. 12·50 p.m. than what the Pay Commission has recommended for the Central Government employees.

There is also no doubt that compared to what other industrial concerns are paying their employees by way of dearness allowance, the dearness allowance at present paid by the P.T.I. inclusive of the Interim Relief is inadequate.

At present the lowest paid class IV employees of the P.T.I. *viz.* a Peon in a mofussil centre (other than Bombay, Calcutta, Madras and Delhi) gets a total emolument of Rs. 65, made up as follows:—

Rs. 30·00 Basic Pay.
Rs. 25·00 Dearness Allowance.
Rs. 10·00 Interim Relief.

Rs. 65·00

I may pause here and state that Peons and Havildars together number about 250, out of the total number of non-journalist employees of the P.T.I. and the Peons are under the agreement of 1955 paid in the scale of Rs. 30—2—38—3—65 in the mofussil centres and in the scale of Rs. 35—2—43—3—70 in the Metropolitan centres. The mofussil peons have been placed by me in the same scale of pay as is at present paid to the peons in the Metropolitan centres. The peon in the Metropolitan centres at present gets the total emolument of Rs. 80 as follows:—

Rs.	35	Basic Pay.
Rs.	35	Dearness allowance.
Rs.	10	Interim Relief.
Rs.	80	

The Central Pay Commission has fixed the minimum wages for a class IV employee at Rs 80, made up of Rs. 70 as Basic Wages plus Rs. 10 as Dearness allowance. This is for areas for which no compensatory allowance or house rent allowance at all is provided. In costly cities like Bombay and Calcutta, two of the Metropolitan cities of the P.T.I., the total minimum emoluments prescribed by the Pay Commission for class IV employees is Rs. 97·50 made up as follows:—

Rs.	70·00	Basic Pay.
Rs.	10·00	Dearness allowance.
Rs.	10·00	House rent allowance.
Rs.	7·50	City compensatory allowance.
Rs.	97·50	

Mr. B. Narayanaswamy's main contention was that the P.T.I. has not the capacity to pay any thing more than what it is paying at present to its employees, made up of their basic wages, dearness allowance and interim relief and city compensatory allowance. But, as I have held earlier, I am more than satisfied that the P.T.I. has the capacity to pay its workmen more and I am satisfied that an increase by way of dearness allowance and city compensatory allowance, so as to bring up the wages of the lowest paid to the minimum of the total emoluments recommended by the Pay Commission, is justified and is the least that the P.T.I. should pay. I have in my award not increased the existing starting basic wage of any categories of employees,—except for the peons and other class of subordinate staff in the mofussils and I have only increased the present maxima of the existing scales of pay to bring them to the level of what like categories are getting elsewhere. If the interim relief granted under the staff agreement of 4th December 1958 is treated as an increase in dearness allowance, then the working journalists of the P.T.I. are since 1st September 1953, getting higher amounts by way of dearness allowance than has been fixed by the Wage Rate Order, in all areas where the P.T.I. has its offices. It may further be noted that the P.T.I. does not make any distinction in the existing rate of dearness allowance or interim relief on area basis but the quantum of dearness allowance and interim relief is linked only to the quantum of basic salary.

182. Taking all these facts into consideration, I think that a claim for an increase in the D.A. for employees drawing a basic pay upto Rs. 200 as also for a higher rate of city compensatory allowance is justified and I, therefore, award the following revised scheme of dearness allowance:—

Upto basic pay of Rs. 150 per month . .	D.A. of Rs. 55 P.M.
Basic pay Rs. 151 to Rs. 200 per month . .	D.A. of Rs. 60 P.M.
Basic pay Rs. 201 to Rs. 300 per month . .	D.A. of Rs. 65 P.M. or 30% whichever is higher.
Basic pay Rs. 301 to Rs. 500 per month . .	D.A. of Rs. 100 P.M. or 25% whichever is higher.
Basic pay of Rs. 501 and above per month . .	D.A. of Rs. 125 P.M. or 20% whichever is higher.

This scheme of dearness allowance will apply to both working journalists and non-journalists employees of the P.T.I.

Dearness allowance for lower grade staff and semi-skilled workmen:—

Dearness allowance of Rs. 55 in metropolitan centres and Rs. 45 in mofussil centres.

In my opinion the present rate of metropolitan allowance which like the city compensatory allowance, paid to Central Government servants, is meant to enable the employee to meet the higher cost of living in costly metropolitan cities. It was again and again the management's complaint at the hearing that it was finding it difficult for its employees working in the mofussil area to consent to come to metropolitan centres because of the higher cost of living and the difficulties of finding residential accommodation in these big cities. The metropolitan allowance at present limited to employees drawing a total monthly emolument under Rs. 300. I think more rational basis would be to adopt a percentage rate, as obtains in Central Government service—co-related to the basic pay with a minimum and a maximum. I would have liked not to have prescribed any limit to the amount of basic pay on which metropolitan allowance would be payable, but have been induced to prescribe the limit of Rs. 400 because the company has argued that the burden of not limiting the amount of basic pay which would fetch metropolitan allowance would impose too heavy a burden due upon it. After hearing the submissions of both parties I think the fair rate of metropolitan allowance to award would be:

8 per cent of the basic pay with a minimum of Rs. 10 and a maximum of Rs. 25 for the staff, excluding lower grade staff, working in Bombay, Delhi, Calcutta and Madras drawing a basic pay upto Rs. 400 per month with marginal adjustment.

Lower grade staff working in metropolitan cities are not paid any metropolitan allowance. Their total emoluments even after the revised rate of dearness allowance fixed by me do not amount to the minimum total emoluments for class IV employees in Central Government Service in Bombay I would, therefore, direct the lower grade staff in metropolitan centres be paid metropolitan allowance of Rs. 5 p.m.

With this scheme of dearness allowance and metropolitan allowance the lowest paid class IV employee of the P.T.I. in the metropolitan centres and non-metropolitan centres will draw the following total emoluments:—

Metropolitan cities

Rs.	35·00	Basic pay.
Rs.	55·00	Dearness allowance.
Rs.	5·00	Metropolitan allowance.
Rs.	95·00	

Moffusil centres

Rs.	35·00	Basic pay.
Rs.	45·00	Dearness allowance.
Rs.	80·00	

In the result I answer issue No. 5 in respect of the part relating to dearness allowance in the affirmative and my finding is that the non-working journalists of the P.T.I. are entitled to more favourable rates of dearness allowance than those to which they are entitled to under the agreements, dated 3rd July 1955 and 4th December 1958 to the extent stated above. I also answer this issue with regard to dearness allowance of working journalists in the affirmative and find that they are entitled to more favourable rates of dearness allowance than those to which they are entitled under the Wage Rate Order to the extent stated above and only those working journalists who opt for the revised scales of pay for working journalists under this award shall be entitled to this revised rate of dearness allowance.

187. I shall now take up the question of the other allowances. I have already in my discussion on the subject of dearness allowance dealt with the demand for location/city compensatory allowance and house rent allowance.

Settling Allowance:

188. The company pays what is known as settling down allowance to its employees transferred to any other centres in India or abroad. The rates of settling down allowance in respect of working journalists are Rs. 100 per month in case of transfer to a metropolitan centre and Rs. 75 to a non-metropolitan centre. For technicians the rate is Rs. 75 per month for either centre but for operators the rate is Rs. 75 for metropolitan centres and Rs. 50 for non-metropolitan centres. The settling down allowance is paid for a period of three months when the transfer is permanent, and when the transfer is temporary and for a short period, then for the entire duration of the transfer period. In its written statement of claim the union has claimed higher rates of settling down allowance both for metropolitan and non-metropolitan centres and also claimed that the period for which the settling down allowance is paid should be extended to six months. At the hearing Shri Kamerkar did not insist on an increase in the quantum of settling down allowance but urged that there should be no differentiation between the rate of settling down allowance paid to technicians and operators. He claimed that operators like technicians should be paid Rs. 75 per month for non-metropolitan centres. Shri Narayanaswamy, the learned Advocate for the company, opposed any changes in the existing rates of settling allowance and argued that what was being paid was by way of bounty. But this does not appear to be correct because as pointed out by the union, it had to raise an industrial dispute in order to secure the payment of settling allowance which statement was not challenged by the company. Shri Narayanaswamy has sought to argue that different rates of settling down allowance for the metropolitan centres and non-metropolitan centres are justified on the ground of the difference in the cost of living of these centres. But the anomaly arises inasmuch as no distinction is maintained in the rate of settling down allowance paid to technicians in metropolitan centres and non-metropolitan centres and there seems to be no justification for making this distinction between technicians and operators. I, therefore, direct that operators shall also be paid settling down allowance at the rate of Rs. 75 per month for both metropolitan and non-metropolitan centres. I am not satisfied that a case has been made out for increasing the period during which the settling down allowance is paid. The present period of three months during which settling down allowance is paid appears to be adequate as within that period a transferred employee is expected to settle down and make his normal arrangements for living in the place to which he is transferred.

Night Duty Allowance:

189. The union claims night duty allowance at rates stated in its written statement of claim for those members of the staff on shifts duty when they work in the first and extra night shifts. The claim is sought to be supported on the ground that the company does not provide transport facilities which are otherwise not available at these late hours of the night, with the result that workmen on such shifts have sometimes to remain in office for 12 hours at a stretch and on the ground that there is higher tension of work during the night shift.

190. The company has opposed this demand on the ground that night duty is inherent in news agency work and that at present night duty is only 5½ hours for journalists and 6 hours for non-journalists. It has urged that night duty allowance is not paid in Government service, though there is night duty work in many branches of Government service such as in the Railways, Posts and Telegraphs Departments etc., and it has pointed out that the Pay Commission in its Report has noted that in Government service there is no practice of providing any conveyance for Government employees of like categories. It has, therefore, opposed the demand as unjustified.

191. At the hearing Shri Kamerkar, learned Advocate for the Union, fairly conceded that there were conflicting authorities on this demand and left it to the Tribunal to decide this issue without urging any further arguments in support of this claim. Considering that there is weekly rotation of duty and that the duty hours in the night shifts are only 5½ hours for the working journalists and 6 hours for non-journalists. I am not satisfied that the demand for night duty allowance is justified, and I therefore reject the same.

Cycle Allowance:

192. The union claims a cycle allowance of Rs. 20 per month for peons and machine attendants who have regularly to do out-door work. The cycle allowance is claimed on the ground that it involves a certain amount of strain and

there is an element of risk in cycling through busy streets of cities like Bombay. It is also alleged that sometimes the peons have to cycle long distances. At the hearing it was ascertained that a cycle allowance is paid to all peons employed in the P.T.I.'s office in Hyderabad and the same is also paid to one peon employed in the Poona office. According to the union in Calcutta, four peons are paid a cycle allowance but the company did not admit this at the hearing. In Bombay out of 40 peons about 13 attend to delivery work. The union stated that in Delhi delivery peons are paid an allowance of Rs. 7 per month. In Government of India service cycle peons are paid a slightly higher scale of pay than ordinary peons. In many concerns cycle allowance is paid to the peons who attend to delivery work. The company itself pays cycle allowance to its peons in centres like Hyderabad and Poona. I, therefore, feel that a case for cycle allowance has been made out and I award a cycle allowance of Rs. 3 a month to those peons who exclusively do the delivery work on cycles.

Cash Allowance:

193. It appears that at present a cash allowance of Rs. 10 per month is paid to certain members of the lower grade staff—Havaldars and Jamadars—who have to maintain petty cash of about Rs. 500 to meet the expenditure on cables and telegrams sent a night. A similar cash allowance of Rs. 10 per month is paid to peons who take the cash to banks and other offices. Evidently the practice of payment of cash allowance is in force in the head office of the company at Bombay. The union in its written statemen of claim has asked that this allowance should be increased to Rs. 20 per month, but at the hearing Shri Kamerkar stated that the union would be satisfied if the allowance is increased to Rs. 15 per month. But I am not satisfied that any case is made out for increasing the quantum of the allowance of Rs. 10 which seems to be an adequate rate. I have awarded a cash allowance of Rs. 10 per month to peons employed in insurance companies who handle cash and take it to and bring it from the bank. The union has pointed out that this allowance is not paid for similar work done in the several branches of the P.T.I. and I would direct that if there are Jamadars and Havaldars, who handle petty cash up to Rs. 500 or who take cash to the bank and other offices, in the service of the several branches of the P.T.I. other than its Bombay office, they shall also be paid a like allowance.

Overseas Allowance:

194. The company has a practice of paying a monthly overseas allowance to staff transferred outside India, the purpose of which is to compensate him for the expenses incurred by him on the transfer and in order to maintain his proper status in the foreign country. The union's grievance is that the quantum of the allowance paid varies with the persons assigned to the jobs and there is no uniformity in the rates of overseas allowance which results in bargaining between the management and the transferred employees on the occasion of transfer. It is complained that there is thus lack of certainty whether the next incumbent would get the same overseas allowance as his predecessor in the same post was getting. The union has stated that there are constant complaints from correspondents working abroad that the allowance paid to them is neither uniform nor adequate. The union, therefore, claims that there should be uniformity in the principles governing the payment of overseas allowance and that such allowance should not be lower than that paid by the Government of India to its Class I officers of analogous rank and that they should be further awarded all the service facilities which the Government of India's employees get in foreign countries.

195. The management in its written statement in opposing this demand has stated that overseas allowance is paid according to living conditions in the place to which the staff is transferred and that this matter must be left to the discretion of the management. It has further pleaded that there can be no uniformity in the rates of overseas allowances.

196. After hearing the submissions of the parties, I am inclined to feel that the lack of definite rules governing the rate of overseas allowance, which appear to vary from individual to individual even in the same post at the same foreign centre, has given rise to a lot of justifiable discontent. It is not difficult to imagine that lack of definite and certain rules leave room for favouritism resulting in some employee feeling that he has not been fairly treated. I do not think that the union's demand for the same rate of allowance as is paid by Government to its Class I officers working overseas or the grant of the same facilities which are provided to Government of India officers overseas, is justified. But

I do feel that there is need for uniformity in the matter of the amount of the rates of overseas allowance and I would therefore recommend to the Board of Trustees of the Press Trust of India to look into the matter and try and evolve more definite rules governing the payment of overseas allowance which should be the same for the same centre for employees of the same category and status.

Conveyance and Entertainment Allowance:

197. In the charter of demands of April 1958 a claim was made only for conveyance allowance and the demand for entertainment allowance was included only in the statement of claim filed before the Tribunal. As I have held that the demands under reference can only be in respect of the claims contained in the charter of demands of April 1958, unless otherwise specifically made before the date of order of reference, the claim for entertainment allowance cannot be maintained and the demand must be confined to the question of conveyance allowance only. The union has claimed this allowance under two heads—one for working journalists and the other for technicians. The management is at present granting conveyance allowance to its working journalists in the centres as shown in exhibit W-21. I may mention that the company is paying no entertainment allowance. Conveyance allowance is also paid in centres outside India. The union's grievance with regard to the conveyance allowance is that here also there is no rational or uniform basis on which the conveyance allowance is fixed and it is pointed out that in the same city different rates of conveyance allowance are fixed for reporters and working journalists. It is further pointed out that the quantum of conveyance allowance varies with the individual appointed to the centre. This has again resulted in dissatisfaction and a feeling that favourites of the management are treated with greater consideration than others. After hearing the submissions of the parties I am inclined to feel that in the interests of industrial peace there should be a fixed amount of conveyance allowance for working journalists who should be paid the same on a monthly or daily rate basis. The union has claimed Rs. 100 per month as conveyance and entertainment allowance in metropolitan centres and Rs. 75 per month in non-metropolitan centres for journalists on field duty and belonging to groups II and III categories and Rs. 200 and Rs. 150 respectively for working journalists belonging to group I category. It will be noted that this includes an allowance for entertainment done by the reporters and correspondents in search of news. But the payment of entertainment allowance was not included in the charter of demands and, therefore, it is not possible to fix any separate allowance as conveyance allowance which would necessarily have to vary from city to city depending upon the amenities by way of transport available in each town or city. But whatever the rates fixed they should be uniform for working journalists belonging to the same group and I would recommend to the management to act accordingly.

198. *Conveyance allowance for technicians.*—The technical staff are paid the actual conveyance charges incurred by them. This is largely paid to technicians who attend to the teleprinters in the offices of the customers or constituents of the Press Trust of India. The union's grievance is that as the management sometimes disputes the conveyance charge claimed as having been spent by the technicians, this leads to disharmony and friction. It has, therefore, prayed that the more desirable practice would be to provide for the payment of a monthly allowance for the technical staff. The union has claimed a conveyance allowance of Rs. 75 per month for technicians assigned to field duty in metropolitan centres and Rs. 50 per month in non-metropolitan centres. At the hearing Shri Kamerkar modified the demand to Rs. 50 and Rs. 30 per month respectively. It is, however, not possible for me to fix any monthly rate of conveyance allowance for technicians in the absence of any material as to the average amount per month paid as conveyance allowance to technicians.

Overtime Allowance:

199. The union's complaint is that at present there are no rules governing the payment for overtime work. It alleges that in some cases the management pays overtime at one and a half times the earnings and in some cases an *ad hoc* payment is made. It further alleges that there are instances, particularly in the non-metropolitan centres, where the employees are made to work overtime because of shortage of adequate staff and yet no payment is made to them. The union has pleaded that there should be uniformity in the matter of overtime allowance and it claims that all work beyond the scheduled duty hours should be considered as overtime work and be paid for at the uniform rate of double the normal rates of pay.

200. The Press Trust of India in its written statement has stated in reply that overtime is not encouraged except in an emergency and is paid for at the rate of one and a half times the rate of wages. It is pointed out that a working journalist is compensated for overtime in the manner provided for by section (6) of the Working Journalists (Conditions of Service) and Miscellaneous Provisions Act, 1955, under which a limit of 144 hours of working time in four weeks is provided and overtime work in excess of 144 hours is compensated by compensatory off periods for equal number of overtime hours worked. The management has denied liability to pay overtime at double the rate of wages as claimed by the union.

201. There are three sets of rules governing overtime work in the Press Trust of India. I shall first take the case of the working journalists who are governed by the provisions of section 6 read with rules 7 and 10 of the Act of 1955. Section 6(1) of the Act of 1955 provides that subject to any rules that shall be made under the Act no working journalist shall be required or allowed to do work in any newspaper establishment for more than 144 hours during any period of four consecutive weeks, exclusive of the time for meals. Rule 7(2)(b) of the Working Journalists (Conditions of Service) and Miscellaneous Provisions Rules, 1957 provides that any period of work in excess of thirty-six hours during any week (which shall be considered as a unit of work for the purposes of this sub-rule) shall be compensated by rest during the succeeding week and shall be given in one or more spells of not less than three hours each. Rule 10 provides that when a working journalist works for more than six hours on any day in the case of a shift and more than 5½ hours in the case of a night shift, he shall in respect of that overtime work be compensated in the form of hours of rest equal in number to the hours for which he has worked overtime. At the hearing the union's case was that the only class of working journalists who were made to work in excess of 144 hours in four weeks were the reporters, particularly those who report the proceedings of Parliament and the Legislatures. With regard to the working journalists the union's complaint was that reporters particularly were not being given the compensatory rest period in the following week as prescribed by the rules. It was pointed out that as sessions of Parliament often continue for three months or more continuously and the Assembly also sits simultaneously for six or seven weeks the reporters who work overtime are not allowed the corresponding rest period during the succeeding week. To this, the management did not have any satisfactory explanation. Shri Ramanathan only argued that where the law provides rest period for extra overtime work there can be no question of paying additional rate of payment for the extra overtime work. The union's contention on the other hand was that the provision for compensatory hours of rest did not mean that the working journalist could not claim overtime payment for the extra hours of work put in by him. But this controversy was set at rest on Shri Varadachari stating at the hearing on 2nd July 1960 when this demand was being discussed that if the management was prepared to give the compensatory rest in the week following the week in which the overtime is worked there was no necessity for the payment of an overtime allowance at a higher rate. I feel that where because of exigencies of work or other circumstances the management cannot give the compensatory period of rest in the following week, the working journalists should be entitled to overtime payment at double the rate and I direct accordingly.

202. With regard to the non-working journalists a complaint was made that certain categories of workmen who are covered by the Factories Act and who are entitled to payment of overtime at double the rates are only paid overtime at one and a half times the ordinary rate of pay. If under the law the workmen are entitled to overtime at double the rate the workmen surely have their remedy under that statute and no directions from this Tribunal are called for. Similarly, I do not think I would be justified in increasing the rate of overtime payment to double the rate where under the statute, *e.g.*, the Shops and Establishments Act, the workmen are entitled to overtime at 1½ times the rate of pay, as a satisfactory case for a higher rate of payment for overtime work than provided for by the statute has not been made out.

Officiating Allowance:

The union in its written statement of claim has complained that there are no fixed rules governing payment of officiating allowance and has alleged that sometimes *ad hoc* payments are made, and "on several occasions a regular bargaining takes place on the amount." It, therefore, claims that when a worker is required to work for more than 15 days in the place of another of a higher grade he should get the difference between the salary of the person in whose place he officiates and his salary, as officiating allowance. With regard to the reverse case where the

salary of the officiating workman is higher than the salary of the incumbent for whom he officiates, the union claims that he should be paid an officiating allowance equivalent to the amount of one increment in the grade to which the latter belongs.

The Press Trust of India in its written statement opposes the demand on the surprising ground that it does not accept the principle of officiating allowance. It has argued that the capacity of the person officiating has to be proved for the job before giving monetary benefit. It has urged that if found fit such persons are promoted to higher grades when a vacancy occurs, and has stated that staff transferred to another branch to officiate is being paid an adequate allowance according to category of employees.

The justification for payment of an allowance to an employee who officiates in the place of another employee of a higher grade, is by now a well accepted principle. The justification for it is a compensation to the officiating employee for the higher responsibilities he shoulders during the officiating period in a post for which a higher remuneration is fixed. The officiating allowance is normally granted when the officiating period is of at least a fortnight. The principle of payment of officiating allowance has been approved by the Hon'ble Supreme Court in the case of Burn & Co. Ltd., and their workmen and others (1958-59 15 F.J.R. 338 at p. 353) where the normal rate of officiating allowance *viz.*, that the acting incumbent will get as acting allowance the difference between his salary and the minimum salary of the higher post in which he is acting, subject to a maximum of 25 per cent of the incumbent's basic salary, was accepted. The union at the hearing expressed satisfaction with this rate, and I award accordingly.

206. With regard to the case where the officiating employee is drawing a higher pay than the incumbent for whom he officiates, the common rule laid down by Industrial Tribunals and one which I have also followed, is to award an officiating allowance equivalent in amount to one increment at the stage of pay of the incumbent for whom he officiates and I award accordingly. I may make it clear that in both cases, the officiating period should not be less than 15 days. In my opinion it is desirable in the interest of industrial peace that in such matters as officiating allowance there should be fixed rules as otherwise there would be scope for favouritism and discriminatory treatment, against which the union has complained in this case.

Equipment Allowance:

207. It appears that a lump sum payment is made to the staff transferred overseas for adequately equipping himself in the matter of clothing etc. before he leaves the country. The grievance of the union in this matter is the same as its grievance on the question of overseas allowance. The union complains that there are no set principles or rules governing the scales of equipment allowance paid, which again vary from individual to individual and from place to place. The union has demanded that the equipment allowance should be fixed at not less than Rs. 2,500, payable before the assignment in case the duration is for a period less than three years and where the duration of the assignment is more than three years, the said amount should be payable at the end of every three years. The management in its written statement has observed that equipment allowance is provided only once on a foreign assignment and further payments of this allowance have been made only in special cases. The principle that is followed is that the initial expenses of equipment are met by the equipment allowance. At the hearing of the dispute the only ground urged by Shri Narayanaswamy in opposing this demand was that the same should be rejected on the ground of the P.T.I's financial inability to pay anything more. It is necessary to note that the union in its charter of demands of April 1958 had claimed equipment allowance of Rs. 1,000 which demand it has now increased to Rs. 2,500. As in the case of the overseas allowance, it is difficult, if not impossible, to fix any adequate amount of equipment allowance evenly applicable for all centres as the requirements may vary from each centre to which the member of the staff is transferred. At the same time as in the case of the overseas allowance I do feel that the lack of any fixed rules in the matter of equipment allowance has resulted in considerable dissatisfaction amongst the staff particularly when the allowance paid varies from individual to individual for the same centre. I would, therefore, on this demand also make the same recommendation as I have made on the demand for overseas allowance.

Typists and telephone operator's allowance—Machine attendant's allowance—Gestetner allowance:

208. The demand for these allowances was included in the charter of demands of April 1958. At the hearing Shri Kamerkar made common submission in support

of the claim for these allowances. His contention is that attending on these machines calls for greater attention and subjects the workmen to greater strain. Of these, typists and telephone operators are in the junior clerical grade and the cycle allowance and gestetner allowance is claimed for peons. The company is at present granting the typists and telephone operators an allowance of Rs. 10 per month. The union has demanded Rs. 30 in its statement of claim and at the hearing it modified the demand to Rs. 20 per month. As stated above, both the typists and telephone operators are in the grade of junior clerks and in the revised scale of pay which I have fixed for clerks they will stand to benefit. I have consistently refused the demand for a separate typing allowance for typists because a stage has now been reached when a clerk is normally expected also to know typing. I am not satisfied that any case is made out for an increase in the quantum of the typist's or telephone operator's allowance. Shri Kamerkar has relied upon the award in the dispute between the Lever Bros. (India) Ltd. and its workmen (1952 I.C.R. page 493) where under machine allowance typists were awarded a machine allowance of Rs. 15 per month. But this company cannot be compared with Lever Bros. The union has urged that there are no separate stencil typists in this office and typists have to do a considerable amount of stencilling work. Stencilling work in most offices is done by senior typists, but no separate allowance is provided for that work. I, therefore, hold that no case has been made out for an increase in the rate of special allowance paid to the typists and telephone operators.

209. *Machine attendant's allowance.*—This allowance is claimed for workmen of the engineering department who are known as 'paper boys' who carry paper rolls, ribbons and oil for the teleprinters installed at the premises of the subscribers. It was pointed out at the hearing that their work is considered semi-skilled and therefore they are placed in the scale of Rs. 40—2—60. They will also stand to gain in their total emoluments under my award. I am not satisfied that a case has been made out for a special allowance for this category of employees and the demand is therefore rejected.

210. *Gestetner allowance.*—This allowance is claimed for peons who operate the gestetner machine for taking out cyclostyled copies. The union has demanded for them an allowance of Rs. 20 per month, which in my opinion is excessive. The handling of a gestetner machine requires a certain amount of skill and aptitude. The work also involves a certain amount of strain. It was admitted at the hearing that the gestetner machine is operated every day. In several industrial disputes I have allowed a special allowance to peons operating the gestetner machine and I direct that a special allowance of Rs. 3 per month should be paid to the peons who operate the gestetner machine. I think this is the proper relief to grant them instead of fixing a higher scale of pay for peons who operate the Gestetner machines.

211. *Tempering allowance.*—This allowance is claimed for a few workers in the production department who have on occasions to attend to what is known as heat treatment work. This involves working on electric furnaces at high temperature and with salts which emit fumes. The management at present pays them a tempering allowance of Rs. 2 per day, for the number of days on which tempering work is done. The union has, however, claimed a tempering allowance of Rs. 30 per month, which in my opinion is excessive considering that on an average tempering work is done for only about 8 days in the month for which the workmen concerned would get an extra Rs. 16 per month. I have seen the electric furnaces in the P.T.I.'s office at Bombay and I am not impressed with the demand for an increase in the tempering allowance and I therefore reject it.

Medical allowance:

212. The union claims that the company should bear the actual medical expenses of its employees. The demand is sought to be justified on the ground that the employees have to work under trying and severe conditions as a result of which their health gets impaired and they become susceptible to illnesses.

213. The management has opposed this demand on the ground of financial incapacity to meet this demand and has observed that employees to whom the Factories Act is applicable receive medical benefits provided under the Employees State Insurance Act and that the extension of this benefit to all employees would considerably increase the company's costs.

214. At the hearing Shri Kamerkar for the union clarified that only a small section of the employees of the P.T.I. was entitled to benefits under the Employees

State Insurance Act, and that the rest of the employees did not receive any kind of medical aid from the company. Shri Kamerkar stated that the employees did not want any provision for medical aid for minor illnesses but wanted a provision for medical aid from the company in the event of major and protracted illnesses, but he did not put forward any concrete suggestions or workable scheme or suggestion. It is therefore not possible to give any relief on such a vague demand.

215. In the result, I answer issue No. 5 in terms stated above in respect of each of the allowances hereinbefore mentioned. I further direct that the more favourable terms of service awarded in respect of any allowance, shall have effect from 1st January 1960.

Heavy Work Allowance for Teleprinter Operators:

216. The Federation has made a claim for heavy work allowance for teleprinter operators and it was on this point that the union led the evidence of Teleprinter Operator, Shri Shankerrao Hosdrug (WW-2).

217. The union's case appears to be that on 27th February 1958 the majority of the teleprinter operators of the P.T.I's office had made a representation to the then General Manager, claiming heavy work allowance. Thereafter, between 24th July 1958 and 2nd February 1959, they addressed the management four letters in support of their claim (exhibit W-11), to which they did not receive any written reply. Shri Hosdrug has stated that thereafter he and Shri Ananthakrishnan, met Shri Wagle, the then General Manager of the P.T.I., who assured them that as soon as the Government would increase the rate of its subscription for the P.T.I.'s service, they would be paid a heavy work allowance; that thereafter when they learnt that Government had increased its rate of subscription they addressed their letter of 24th July 1958, and the witness and Shri Ananthakrishnan met Shri Wagle, who told them that though the increased rate of subscription had been promised by Government, the same had not actually been paid and that the heavy load allowance would be paid after the increased rate came into force. Thereafter the union addressed the three letters dated 27th September 1958, 9th October 1958 and 2nd February 1959 (exhibit W-11).

218. Apart from the promise or assurance that Shri Wagle may have given to the teleprinter operators, it is clear that on merits this claim is not justified.

219. In cross-examination it was elicited from Shri Hosdrug that on an average a teleprinter operator is able to punch 2,700 words per hour. It is admitted that the actual hours of work of a teleprinter operator per shift are only six and therefore each teleprinter operator should be able to punch 16,200 words in the shift but that at present the teleprinter operators punch only 6,000 to 7,000 words per shift of six working hours.

220. On that basis there does not seem to be any justification for a heavy load allowance.

221. The union has sought to support this demand on the further ground that teleprinter operators in the Bombay office were since 1950 getting a special allowance of Rs. 20 per month and that this allowance was stopped in implementation of the 1955 agreement, by being merged in the basic pay when making fitment into the scales of pay under that agreement. The union can have no grievance on this score because this adjustment was effected by an adjustment committee consisting of four members, of which two were representatives of the union. As I have held that on the merits the demand is not justified, the claim is rejected.

222. *Uniforms and Holidays.*—Though the union in its written statement has made a claim in respect of these two subject matters, I find that they are not included in the subject matters covered by the order of reference, nor were any specific issues framed in respect of them. I have, therefore, no jurisdiction to adjudicate on these demands on merits.

Provident Fund:

223. Issue No. 6 which relates to provident fund is as follows:—

> "Whether the workmen are entitled to terms of employment in respect of provident fund more favourable than those to which they are entitled under the agreement dated 3rd July 1955 mentioned above and if so to what terms and conditions?"

The first demand of the union on this subject is that the contribution to the provident fund from either side shall be 8-1/3 per cent of the total emoluments. At present, under the 1955 staff agreement, the contribution to the provident fund both by the employees and the company is 8-1/3 per cent of the basic pay plus 6¼ of the dearness allowance. The employees are, however, given an option to increase their contribution to 8-1/3 per cent of basic pay and dearness allowance but the contribution of the management on the amount of dearness allowance remains at 6¼ per cent. The management has opposed the demand and has pointed out that if its contribution on the dearness allowance were to be increased as demanded, the company would have to bear an additional burden of Rs. 1,200 per month on the basis of the 1955 rates of pay. With the scales of pay which I am awarding, this burden would be further increased. It has also to be remembered that under the Employees Provident Fund Act the rate of contribution is 6¼ per cent on both basic pay and dearness allowance; and that a Committee has now been appointed by the Central Government to enquire into what the burden would be on certain industries if the rate of contribution was to be increased to 8-1/3 per cent. In these circumstances I do not think I would be justified in granting this demand. The demand is therefore rejected.

224. The union has in its statement of claim claimed a certain change as to when the company's contribution shall be paid to the employee leaving the service of the company. But at the hearing this demand was not pressed.

225. The union has further claimed that an option should be provided to an employee who has put in at least 15 years service to become entitled to pension equivalent to one-third of his last pay drawn provided he surrenders the company's contribution to the provident fund at the time of retirement. If the pensioner dies before the whole of the company's contribution to the provident fund plus interest thereon is paid back to him, the pension shall be continued to his nominee until the whole of such amount standing to his credit is paid out. This demand cannot be considered by this Tribunal for the reason that this was not included in the charter of demands of April 1958. Apart from this, as pointed out by Shri Narayanaswamy, in effect what the union wants is that as against the 6¼ per cent contribution of the employers, the retiring employee would, under this demand, get 33-1/3 per cent as the company's contribution. Even on the merits this demand is excessive and cannot be conceded. In fact beyond stating the demand and referring vaguely to a pension scheme prevailing in the Times of India, the union did not at the hearing advance any cogent arguments in support of this demand.

226. In the result I answer issue No. 6 in the negative and the demands of the Federation in respect of the three items relating to the terms of the provident fund mentioned above are rejected.

227. *Issue No. 7.—Gratuity—*

> "Whether the workmen are entitled to the terms of employment in respect of gratuity more favourable than those to which they are entitled under the agreement dated 3rd July 1955 mentioned above and if so, on what terms and conditions?"

Under the 1955 agreement the following scheme of gratuity was provided:—

> "(i) On the termination of service on account of retirement and for other reasons, gratuity will be paid upto a maximum of fifteen months' pay on the basis of fifteen days' pay for every year of service, either in the Press Trust of India or its predecessors, calculated on the average basic monthly pay drawn during the last year of service.
>
> (ii) No gratuity will be payable to an employee leaving the company's service before completion of seven years' service from the date of his confirmation. No gratuity shall be paid to an employee dismissed from service for misconduct."

228. This scheme of gratuity was applicable to both working journalists and non-working journalists employees of the Press Trust of India till Act 45 of 1955

came into operation. Under section 5(1)(a) and (b) of that Act the following scheme for payment of gratuity to working journalists was provided:—

Section 5(1) "Where

(a) any working journalist has been in continuous service, whether before or after the commencement of this Act, for not less than three years in any newspaper establishment, and—

(i) his services are terminated by the employer in relation to that newspaper establishment for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, or

(ii) he retires from service on reaching the age of superannuation, or

(iii) he voluntarily resigns from service from that newspaper establishment, or

(b) any working journalist dies while he is in service in any newspaper establishment,

the working journalist or, as the case may be, his heirs shall, without prejudice to any benefits or rights accruing under the Industrial Disputes Act, 1947, be paid, on such termination, retirement, resignation or death, by the employer in relation to that establishment gratuity which shall be equivalent to fifteen days' average pay for every completed year of service or any part thereof in excess of six months.

(2) Notwithstanding anything contained in sub-section (1), where a working journalist is employed in any newspaper establishment wherein not more than six working journalists were employed on any day of the twelve months immediately preceding the commencement of this Act, the gratuity payable to a working journalist employed in any such newspaper establishment for any period of service before such commencent shall be equivalent to—

(a) three days' average pay for every completed year of service or any part thereof in excess of six months, if the period of such past service does not exceed five years;

(b) five days' average pay for every completed year of service or any part thereof in excess of six months, if the period of such past service exceeds five years but does not exceed ten years; and

(c) seven days' average pay for every completed year of service or any part thereof in excess of six months, if the period of such past service exceeds ten years."

229. Thus, there are in effect two schemes of gratuity in force in the company since Act 45 of 1955 came into operation. The scheme under the agreement of 1955 therefore applies to non-journalists and the scheme under the Act of 1955 applies to the working journalists.

230. It may be mentioned that the Hon'ble Supreme Court in the Express Newspaper's case struck down the provision of section 5(1)(a)(iii) as *ultra vires* being in violation of Article 19(1)(g) of the Constitution.

231. The union by its charter of demands of April 1958 under demand No. 13 made the following claim for gratuity:

"The company shall pay gratuity to its employees on the following basis:

(a) On the death of an employee while in the service of the company or on his physical or mental disability to continue further in service, or on resignation after three years of continuous service, half month's salary for each year of continuous service shall be payable to his heirs or assignees, or to the employee as the case may be.

(b) On retirement or resignation of an employee within three years of continuous service or on termination of service due to misconduct, 1/3rd of a month's salary for every year of service shall be payable."

232. In its written statement of claim the Federation has urged that the quantum of gratuity payable under the 1955 agreement was unsatisfactory mainly on two grounds—firstly, because gratuity was computed on basic pay and the maximum amount of gratuity which an employee could receive was limited to 15

months pay. Secondly, the union has urged that it is necessary to discriminate between the various acts of misconduct and specify the acts of misconduct which would disentitle the workmen to receipt of gratuity. The union has suggested that the workmen should be disentitled from receiving gratuities only in the event of gross misconduct involving moral turpitude. The union in this connection has very fairly expressed its appreciation of the attitude of the management in this regard and has recorded that the management has not sought to deprive any employee of his gratuity by unfair means and that even cases of gross misconduct have been treated by it with mercy.

233. The management in its written statement has pointed out that in fact the gratuity rates of the company are more favourable to the staff than those provided under Act 45 of 1955 for its working journalists after clause (iii) section 5(1)(a) was held *ultra vires* by the Supreme Court. It has pointed out that working journalists who retire on superannuation are paid gratuity in terms of the Working Journalists Act, but if they retire before the age of superannuation they are paid gratuity according to the 1955 agreement. The company has stated that it is unable to increase its commitments under the demand and that no change in the gratuity scheme should be awarded.

234. At the hearing Shri Kamarkar stated that all that the union wanted was that the non-journalist workmen should get the same benefits by way of gratuity as the working journalists are entitled to under Act 45 of 1955, together with what they would be entitled to under the 1955 agreement. The union has complained that the management was wrongly limiting the amount of gratuity payable under Act 45 of 1955 to the amount of basic pay and dearness allowance while under the provisions of Act 45 of 1955 they were entitled to payment of gratuity on average pay which under the definition of the terms "average pay" and "wages" under sections 2 (aa) and 2(rr) of the Industrial Disputes Act should include payment not only of basic wage and dearness allowance but also of the amount of other allowances computable in terms of money. It is, therefore, submitted that the company's action in limiting the average pay for the purposes of gratuity to the amount of basic pay and dearness allowance was illegal and the union has prayed that a direction should be given that in calculating average pay not only dearness allowance but the quantum of other allowances like house rent allowance and city compensatory allowance should also be included.

235. Shri Narayanaswamy, the learned Advocate for the management has argued that the workmen cannot be allowed to choose the more beneficial provisions of each scheme of gratuity in force in the company and he has contended that the existing scheme of gratuity under the 1955 agreement which provides for calculation of gratuity on basic pay only, was adequate and did not call for any revision.

236. There is no doubt that under the 1955 Act the working journalists get more beneficial terms of gratuity than what they were entitled to under the 1955 agreement. Under the Act gratuity is calculated on average pay which term under the definitions of section 2(aa) read with 2(rr) of the Industrial Disputes Act, includes not only basic pay but also "such allowances (including dearness allowance) as the workman is for the time being entitled to" whilst under the 1955 staff agreement the working journalists were entitled to gratuity on basic salary only. Besides, under the 1955 agreement the maximum gratuity is limited to 15 months salary whilst under the Act of 1955 there is no limit to the amount of gratuity that a workman may become entitled to. On the other hand, in the scheme of gratuity under the 1955 staff agreement in the event of termination of service by the employer on account of retirement and for other reasons no qualifying period of service is prescribed before the employee becomes entitled to payment of gratuity. No doubt in the scheme of gratuity under the 1955 agreement the rate of gratuity is 15 days basic pay only for every completed year of service. This does not include dearness allowance or any other allowance. But it must be remembered that that scheme of gratuity was the result of an agreement between the parties. Besides, in most schemes of gratuity awarded by Industrial Tribunals the basis for payment of gratuity is only the basic pay and the normal rate is half a month's basic pay for each completed year of service. Normally, even in the event of termination of service on account of retirement a qualifying period of service is prescribed before the workman can become entitled to gratuity. In the company's scheme, as already pointed out, there is no such qualifying period of service. The main argument of the union in support of this demand has been that there should be uniformity in the scheme applicable to the working journalists and the non-working journalists. There is apparent force in this contention of

the union. But it must be remembered that the scheme of gratuity by which the working journalists are governed has been imposed by a statute and has a historical background of its own. When the union entered into an agreement with the management it had accepted for working journalists the same scheme of gratuity as for the non-working journalists. Because immediately after this agreement was entered into, by a statute the working journalists have got a better scheme of gratuity it would be no justification for extending the same to the non-working journalists, particularly when the financial burden of such a scheme would be very heavy. It must be further remembered that gratuity is a long term benefit not to be lightly revised at comparatively short intervals. The circumstance under which the working journalists as a result of a statutory enactment have got a better scheme of gratuity is a fortuitous one and the non-working journalists would not for that reason be justified in claiming the beneficial aspects of that scheme whilst at the same time retaining the more beneficial aspects of the scheme of gratuity under the 1955 agreement, as the union seeks to be done. In the circumstances, I do not think that a case has been made out to grant the demand as contained in clause (a) of demand No. 13 of the charter of demands of April 1958.

237. I, however, feel that the union is on safer grounds when it claims that there should be a clearer understanding of the term 'misconduct' for which a workman is disqualified from receiving payment of gratuity. The union has pointed out that not reporting for duty in time after leave would technically be misconduct and if a workman is dismissed from service for such misconduct it would disqualify him from receiving gratuity, even though he may otherwise have qualified for the same. No doubt the management has not taken advantage of such technical misconducts and its attitude towards its workmen in the matter of payment of gratuity has been fair as admitted by the union. All the same, it is necessary that the kind of misconduct which would disqualify a workman from receiving gratuity should be more clearly specified. In my opinion before an employee can be disqualified from receiving a retirement benefit like gratuity which he would get after putting in a long period of service, the misconduct which would justify non-payment of gratuity to him should be of a gross nature and one which involves moral turpitude. I would, therefore, prescribe that a workman otherwise entitled to gratuity would be disqualified to receive such gratuity only if he is dismissed from service on being proved guilty of misconduct involving moral turpitude.

238. The Federation has claimed that the lower grade staff should get the benefit of additional gratuity on the basis of 15 days average pay for each year of service prior to 1947 because the provident fund scheme was introduced only in 1947 and these workmen had no benefit of provident fund for service rendered prior to April 1947. In support of this demand Shri Kamerkar has relied upon the judgment of the Full Bench of the Industrial Court, Bombay in Reference (IC) No. 92 of 1954—arbitration between the Rashtriya Mill Mazdoor Sangh, Bombay and the Millowners' Association, Bombay and two others, where the learned members of the Industrial Court held that a higher gratuity should be payable in respect of the period of service before the introduction of the Provident Fund Act. Shri Narayanaswamy in opposing this demand has contended that this demand cannot be adjudicated upon as it has not been included in the charter of demands of April 1958. For that reason alone the demand of the union would fail. Even on the merits this claim cannot be considered because there can be no comparison between the P.T.I. and a large industry like the textile industry.

239. In the result I answer this issue in the negative except for the charge in the meaning to the term "miscoduct" in relation to payment of gratuity as stated above. I further direct that my Award on this demand shall come into operation from 1st January 1961.

Issue No. 8:

> "Whether the workmen are entitled to the terms of employment in respect of leaves more favourable than those to which they are entitled under the agreement dated 3rd July 1955 mentioned above and if so on what terms and conditions?"

240. The leaves involved in this issue are (1) privilege leave (2) casual leave (3) sick leave (4) maternity leave and (5) leave on transfer, and I shall deal with them in that order.

(1) *Privilege Leave*:

241. The company allows to its working journalists and non-working journalists one month's privilege leave for every eleven months service rendered and allows accumulation of privilege leave upto 90 days. The union's demand for privilege leave at the rate of 1/11th of the period spent on duty is thus being met. The union, however, demands accumulation upto 120 days. The 1957—1959 Pay Commission has observed in paragraph 15 of Chapter XXXVI of its Report that while the normal limits of accumulation of earned leave should be reduced to 120 days, additional accumulation of upto 60 days should be permitted at the discretion of the sanctioning authority when leave applied for is refused in the public interest. In view of this, I think that accumulation of privilege leave upto 120 days with full pay instead of for 90 days as at present could well be allowed and I award accordingly.

242. With regard to the demand for claiming 90 days privilege leave during any one period of twelve months this part of the demand was not included in the charter of demands of April 1958 and the same therefore cannot be considered. The right to accumulate privilege leave for the longer period as awarded shall come into force from 1st January, 1961. It does not, however, follow that an employee is entitled as of right to take all the 120 days privilege leave at a time.

(2) *Casual Leave*:

243. The demand is for 15 days casual leave with full pay in the year. Under the Working Journalists (Conditions of Service) and Miscellaneous Provisions Act, 1955, working journalists are entitled to 15 days casual leave in the year on full pay. The non-working journalists are however getting only 10 days casual leave in the year and their claim is that they should be granted 15 days casual leave like working journalists. The management at the hearing has opposed any increase in the present provision for casual leave. The Central Pay Commission has in fact reduced the quantum of sick leave for Central Government employees from 15 to 12 days in the year. In a large number of commercial and industrial concerns a provision for 10 days casual leave in the year is considered adequate. Beyond stating that the work is arduous and that a large number of employees have to work in shifts and also at night, no other cogent argument has been advanced in support of this claim. The demand for increasing the casual leave to 15 days in the year is therefore rejected. The union has however demanded that workmen should be entitled to take casual leave for six days at a time. The practice in the company as stated at the hearing was that working journalists are allowed to take five days casual leave at a time but non-working journalists are entitled to take only three days casual leave at a time. Holidays and Sundays are under the present practice allowed to be prefixed and suffixed to casual leave. I think there is scope for allowing more casual leave to be taken at a time by non-working journalists than three days as at present. I award that non-working journalist employees should also be entitled to five days casual leave at a time with the right to prefix and suffix Sundays and holidays as at present.

(3) *Sick Leave*:

244. The company's rules provide for 10 days sick leave in the year with a right to accumulate upto 30 days. Working Journalists are getting the same quantum of sick leave but it was stated at the hearing that they are entitled to more leave on half pay. The union in its statement of claim has asked for one month's sick leave for each year of service with a right to accumulate sick leave up to a maximum of 90 days. This demand is excessive and unreasonable and this is clearly shown by the fact that in the charter of demands of April 1958 the union had asked for a provision of 15 days sick leave for each year of service with a right to accumulate upto three months. The Central Pay Commission has recommended 10 days sick leave on full pay in a calendar year non-cumulative and leave on half pay upto 10 days for each completed calendar year of service subject to a maximum of 30 days at a time and 180 days during the entire service. In the light of the above, I would hold that the existing provision of 10 days sick leave for each completed year of service is adequate. However, in my opinion there should be a provision for larger accumulation of sick leave than of 30 days. Sick leave is the one leave which by its very nature should be allowed to be accumulated for a reasonably long period to provide for the contingency of a prolonged sickness. I would therefore extend the period of accumulation from 30 days to 90 days and I direct accordingly.

(4) *Maternity Leave*:

245. The union claims that a female employee who has put in not less than one year's service in the company shall be granted maternity leave on full wages for a period which may extend to three months from the date of its commencement to six weeks from the date of confinement, whichever be earlier. It also claims that leave of any other kind may be granted in continuation of maternity leave. At the hearing the union stated that the demand is satisfied because what is demanded is at present in force. No directions are therefore called for.

(5) *Leave on Transfer*:

246. The union has demanded seven days joining time exclusive of the travel period on transfer of an employee from one centre to another. This demand, however, was not included in the charter of demands of April 1958 and therefore I have no jurisdiction to deal with this.

247. I, therefore, answer issue No. 8 in the affirmative to the extent of the more favourable terms regarding each kind of leave and their terms and conditions, directed as stated above and I award accordingly.

Issue No. 9:

> "Whether the workmen are entitled to terms of employment in respect of probation more favourable than those to which they are entitled under the agreement dated 3rd July 1955 mentioned above, and if so, on what terms and conditions?"

248. The present practice in the company is to regard any new employee as a probationer for six months on the expiry of which he is deemed to have been confirmed unless the probationary period is extended in writing up to a maximum of another six months. The demand is that the probationary period should be reduced to three months. Six months probationary period with an option to the employer to extend it for another six months has its advantages, as much as a short period of probation has its disadvantages. Shri Kamerkar admitted the force of this point and therefore did not press this demand. From what was stated at the hearing I am not satisfied that any interference with the present practice is called for, and I therefore answer issue No. 9 in the negative and reject the demand.

Issue No. 10—Age of Retirement:

> "Whether the workmen are entitled to the terms of employment in respect of the age of retirement more favourable than those to which they are entitled to under the agreement dated 3rd July 1955, mentioned above, and if so, on what terms and conditions?"

249. By its charter of demands of April 1958 as also by its written statement of claim in this reference the Federation has demanded that the age of retirement, which at present, under the agreement of 1955 is 55 years, subject to the discretion of the management to grant extensions in special cases, should be raised to 60 years, and no extensions should be granted thereafter. The complaint of the union is that except in the case of the present General Manager and his predecessor the management has not extended the age of retirement after 55 years in the case of any other employees, even though they were physically and mentally fit to continue in service and that employees are made to retire immediately upon completion of 55 years of age. Shri Viswanathan, Chief Reporter of the Press Trust of India, Madras, has also by a separate written statement supported the demand for raising the age of retirement to 60 years.

250. The management has opposed the demand and has argued that for the maintenance of efficiency of a news agency, it is necessary to retire men at a reasonable age and to recruit younger men who would provide new talent and vitality to the organisation. It has submitted that "raising the age of superannuation will impose the burden on the agency of having to retain in service men who are past normal efficiency levels and will retard future progress and efficiency of the organisation". In support of this argument it has relied upon the statement made by the management to the Wage Committee to show that the calibre of the present staff is not of the highest order and that to improve the efficiency of the organisation recruitment of younger and more qualified men is necessary. The

relevant paragraph of that statement which has been reproduced in the company's written statement at paragraph 118, is as follows:—

> "Following the introduction of the teleprinter system over 20 years ago, recruitment to the journalistic staff has not always been on the basis of qualification, excepting in recent years. No doubt, several men who have been promoted to the editorial cadre have acquitted themselves well. But there are several others who, though their work is satisfactory as far as routine reporting goes, cannot be utilised for journalistic work of a higher calibre. Another factor that militates against their frequent transfer is that many of them have settled down and if they are called upon for work elsewhere they are unwilling to move out from those areas on account of domestic and other problems. It is unfair that these men should have the advantage of higher pay as compared to the younger and more qualified men who are capable of taking up assignments at a given notice."

251. At the hearing, the union in support of this demand—

(i) relied upon the recommendation of the Second Pay Commission that the age of superannuation in Central Government service should be raised to 58 years;

(ii) stated that in five newspapers in Calcutta the age of superannuation is fixed at 60 years;

(iii) stated that recently in the case of four working journalists who were due to retire from the P.T.I., three had been granted extension of one year and one of six months;

(iv) urged that till recently the total emoluments of all employees both working and non-working journalists of the P.T.I. had been low and as such the retirement benefits of gratuity and provident fund did not provide enough for the workmen to maintain themselves on after retirement.

252. At the hearing Shri B. Narayanaswamy, the learned Advocate for the company only reiterated the objection that extension of the age of superannuation would result in the lowering of the efficiency of the workmen.

253. I may state at the outset that beyond stating the objection that the efficiency of its workmen would suffer if they are continued in service beyond 55 years the management has led no evidence nor filed any document, in support of this objection.

254. The question of the age of superannuation in its various aspects has come in for review by the Central Pay Commission 1957—1959 (Chapter XXXVII pages 435 to 443) and its recommendations, on which the union has relied, are that the age of superannuation should be 58 years for all classes of public servants including those for whom the retirement age at present is 60 but persons already in service may continue up to the age of 60 if they are at present entitled to do so. The Commission further recommended that scientific and technical personnel may ordinarily be retained in service up to the age of 60 by grant of extension or re-employment for two years. No doubt these recommendations have been made in respect of Central Government employees, but the Commission in making these recommendations has considered the social and economic aspects of the question as also the aspect of the financial burden which such a recommendation would impose on the Government. The Commission has recorded as follows:—

> "With but a few exceptions, there is an extraordinary unanimity of opinion among those who have given evidence before us that the age of superannuation should be raised; the difference is only as to whether it should be raised to 58 or 60 years."

Among the reasons on which the demand for raising the age of superannuation was supported were (i) that most Government servants at the age of 55 continued to enjoy mental and physical efficiency and (ii) that there has been in recent years a marked increase in the expectation of life resulting from improved public health conditions and advancement of medical service. The Commission found that the expectancy of life at the age of 50 had increased from 13·97 years in 1911 to 14·81

years in 1951 and a further increase of ·25 is considered likely by 1961. The Commission observed:—

> "It would be reasonable to infer from these figures that the standard of health of those in their fifties is ordinarily better now than it used to be, particularly in the case of classes such as Government servants to whom reasonable medical facilities are available."

This increased expectancy of life was supported by a statement from the Controller and Auditor General which he had received from the Accountant General, West Bengal, that between the period 1930—1935 and 1950—1955 a pensioner's expectation of life had increased by some four years.

255. The Commission has also found that until some years ago, retired Government servants could and did usually live on their pensions. However, those conditions no longer prevail because as observed by the Commission:—

> "With the considerable increase in the cost of living without a corresponding increase in pensions they cannot in many cases afford to do so now. Moreover, with later marriages an increasing proportion of Government servants now have children not settled in life, when they retire and this is another reason why in many cases compulsory retirement from Government service only means the beginning of some other employment or occupation. These along with the feeling of frustration caused by compulsory severance from work while an employee is still in the fullness of his powers are also the main reasons why there is a strong and widespread demand for raising the age of retirement."

256. In paragraph 11 Chapter XXXVII the Commission has given as its finding:—

> "Thus, however valid may have been the view taken in 1917, and reaffirmed in 1937-38, that the age of 55 was normally the dividing line between health and efficiency on the one side and marked physical deterioration and decline in efficiency on the other, there is sufficient reason to think that that is no longer so, and that the dividing line can be safely moved a few years upwards."

This in my opinion provides a complete answer to the management's contention that on reaching the age of 55 years, its workmen suffer a decline in their mental and physical capacity, leading to inefficiency. It is significant that the company could not lead any cogent evidence in support of its contention which has been negatived by the finding of the Pay Commission, which can also apply to the workmen of the P.T.I. The Commission after considering all aspects of the question including the age of retirement prevailing in other countries came to the conclusion that the age of retirement should be raised from 55 to 58 years.

257. In my opinion what has been stated by the Pay Commission in regard to Central Government servants can apply equally well to employees of the P.T.I.

258. The union at the hearing stated that in the standing orders framed for working journalists employed in certain leading newspaper establishments of Calcutta which it named at the hearing the age of retirement prescribed was 60 years. The management even after sufficient time was given to it to ascertain its correctness would not accept that statement and put the union to proof and the union therefore filed an affidavit of one Shri P. R. Ganguly, Secretary of the Indian Journalists Association of Calcutta who has stated that in the standing orders for working journalists in the Jugantar Private Ltd., the provision regarding the age of retirement is as follows:—

> "A working journalist shall retire at the age of 60. The company may however at its discretion extend the period of service of a working journalist."

Shri Ganguly in his affidavit has further stated that similar standing orders are in existence in four other newspaper establishments of Calcutta, namely the Amrita Bazar Patrika, Basumati, Viswamitra and Rozana Hind. Shri Ramanathan at the hearing on 5th September 1960 accepted the statements contained in the affidavit of Shri Ganguly (Ex. W. 28) and its enclosures, as being substantially correct.

259. It will thus be seen that in certain establishments of the newspaper industry, by standing orders, the age of retirement for working journalists has been fixed at 60 years.

260. The age of superannuation has also been raised to 58 years by the following awards of Industrial Tribunals, made after the publication of the Pay Commission's Report:

(i) Award, dated 10th February 1960 of Shri I. G. Thakore the then Industrial Tribunal, Bombay (now President of the Industrial Court, State of Gujerat) in the industrial dispute between the International General Electric Co. (India) Pvt. Ltd., Bombay and the workmen employed under it. B.G.G. Part 1-L, dated 25th February 1960 pages 801 to 805.

(ii) Also by the same Tribunal's award dated 26th April 1960 in the industrial dispute between Imperial Tobacco Co. of India Ltd., Bombay and the workmen employed under it (Bombay Government Gazette Part 1-L, dated 26th May 1960 p. 152 at pages 187-188).

(iii) Award, dated 22nd December 1959 of Shri M. R. Meher I.C.S. (Retd.) Industrial Tribunal, Bombay in Ref. (IT) No. 163 of 1959 between the Imperial Chemical Industries (India) Private Ltd., Bombay and the workmen employed under it (Bombay Government Gazette Part 1-L, dated 21st January 1960, at p. 241 at pp. 254 and 255).

Now, the question whether the age of superannuation should be raised to 58 or 60 years was also examined by the Pay Commission and it came to the conclusion that the main point in favour of 58 was that it could be safely adopted for manual workers as well as for the others. It observed that even those who consider 60 to be too high a retirement age for those who have to do physical work would accept 58 as reasonable.

261. Considering that in the P.T.I. the employees are both working journalists and non-working journalists, large majority of the latter of whom do manual work, it would be more reasonable for the present at least, to fix the age of retirement at 58 years for all classes of its employees, with liberty to the management to further continue any employee in service after he completes the age of 58 years if it chooses to do so, and I award accordingly. I do not think that the union's demand for compulsory retirement of every employee on reaching the age of 60, is justified and no justifiable or cogent arguments were advanced in support of it.

262. I, therefore, answer issue No. 10 in the affirmative and direct that every employee of the P.T.I. (working journalist and non-working journalist) shall automatically retire from service on completing the age of 58 years, provided that if so required by the management his services may be extended at the discretion of the management for such period as it thinks necessary. I further direct that this direction shall have effect from 1st January 1961.

263. I may also state that not a word was said on behalf of the management about the financial implications of the demand for raising the age of retirement. Evidently, no serious financial burden would be cast on the company if the age of retirement is raised, as directed.

264. The Federation has next demanded that when an employee has unavailed of earned leave due to him when he reaches the suprannuation age, he should be permitted to avail himself of such leave and in that case the employee should be deemed to have retired from service at the expiry of the leave. The management has opposed this demand and stated that the employees are permitted to avail themselves of leave before retirement, and that under the Working Journalists Act compensation is permissible upto the extent of one month's salary. It was, therefore, submitted that no further relief was called for and the demand should be rejected.

265. In Government service it is only when earned leave due is applied for and not granted that a Government servant is entitled to avail himself of such leave after the date of retirement. But the date of retirement takes effect on the date the employee reaches the age of superannuation, unless his employment is further extended. The union could not urge any cogent arguments in support of this demand and it is therefore rejected with the proviso that if earned leave due is applied for prior to the date of retirement and refused by the management, such employee shall not forfeit the leave on his retirement but shall be entitled to such earned leave after retirement with pay which he would have drawn if the leave had been granted before the date of his superannuation.

266. The question to be considered next is the method of adjustment to be adopted in fitting the existing basic wages of the workmen—both working journalists and non-working journalists, into the scales of pay prescribed under

this award (Issue No. 4) and the date from which the reliefs under this Award are to take effect (Issue No. 11).

267. Before prescribing any method of adjustment, it is necessary to remember that under the agreement of 1955, the rates of dearness allowance provided therein were applicable to both working journalists and non-working journalists. An element of confusion has been introduced by the grant of interim relief under the staff agreement of 4th December 1958. It appears that in respect of non-working journalists, the amount of the interim relief granted to each employee with effect from 1st September 1958, has not been adjusted in either the basic pay or dearness allowance, but is being shown as a separate amount. In the case of working journalists, the Wage Rate Order was implemented in November 1959, but with retrospective effect from 1st June 1958. If the emoluments of a working journalist made up of basic pay, dearness allowance, and interim relief was higher than the amount payable to him under the Wage Rate Order, the excess amount is shown as a carry forward amount. (*See* exhibit E-37). It appears that the management claims that these carry forward amounts are to be absorbed in the future annual increments of working journalists. Since the Wage Rate Order became applicable from 1st June 1958, the annual increments under those scales of pay became payable on the 1st of June of every subsequent year, whilst for those working journalists who will perfer to be governed by the wage scales under the 1955 agreement, the annual increments will become payable on the 1st of January of each year. Further, when the company implemented the Wage Rate Order it made the scales of pay and rates of dearness allowance prescribed by the Wage Rate Order applicable to all its working journalists. The union's complaint is that the management did not give any working journalist the option to choose the benefits of the scales of pay and dearness allowance prescribed by the 1955 staff agreement and the benefit of the interim relief granted by the staff agreement of 4th December 1958. The contention of the union has been that many working journalists are better off under the scales of pay and dearness allowance of the 1955 agreement together with the interim relief granted by the agreement of 4th December 1958, than under the scales of pay and dearness allowance prescribed by the Wage Rate Order, and many had taken payment of this Wage Rate Order without prejudice. It was for this reason that during the hearing of this reference, five complaints were filed under section 33A being complaints Nos. 1 to 5 of 1960, where the complaint was that in the implementation of Wage Rate Order each of these five working journalists had got less in his total monthly emoluments than what he would have got under the staff agreements of 1955 and 1958. However, at the hearing of these complaints on 23rd February 1960, the parties filed consent terms and prayed for an interim order in terms thereof till the final disposal of this reference. The consent terms provided that—

(1) notwithstanding the Wage Rate Order, dated 29th May 1959 the Press Trust of India shall pay to all its working journalists in service as from 1st February 1960 wages in accordance with the agreements dated 3rd July 1955 and 4th December 1958;

(2) that the Press Trust of India will not deduct from the wages payable to working journalists mentioned in clause (1) in its service on 1st February 1960 the excess payments already made to working journalists either by way of wages or arrears of wages in accordance with the Central Government's order, dated 29th May 1959 over the wages payable to them under the agreements, dated 3rd July 1955 and 4th December 1958;

(3) that the Press Trust of India shall not be required to pay the working journalists further instalments of the arrears of wages payable to them under the Central Government Order, dated 29th May 1959, until the hearing and final disposal of this dispute;

(4) that all the payments made and to be made by the Press Trust of India Ltd. to the working journalists as mentioned in clauses (1) and (2) above, shall be taken, into account and adjusted in the implementation of the final order in Ref. No. 2(NTB) of 1959, mentioned above and/or the implementation of the final decision in the five applications mentioned above.

By my interim order in these five complaints, I made an order in terms of the agreement reached between the parties. I may say that while these consent terms appear to have benefited a number of the working journalists in the

P.T.I., there are some who were adversely affected thereby, because they stand to benefit under the Wage Rate Order and 3 of them from Delhi filed complaints under section 33A (being complaints Nos. 7, 8 and 9 of 1960), that in giving effect to the order, dated 23rd February 1960, in terms of the interim arrangement between the parties as stated above, the management had, with effect from 1st February 1960, reduced their monthly emoluments, which they were getting under the Wage Rate Order.

268. In my order on these and other applications, under section 33 I have held that under the provisions of paragraph 37 of the Wage Rate Order, read together with the provisions of section 11(2) of the Act of 1958, those working journalists whose total benefits by way of basic pay, dearness allowance and interim relief under the 1955 and 1958 staff agreements, were more favourable to them than the total emoluments by way of basic pay and dearness allowance under the Wage Rate Order, they were entitled to elect for the total benefits under the 1955 and 1958 staff agreements, and *vice versa*. Such election should not be group-wise but every individual working journalist was entitled to make his election, but once a choice is made he shall continue to be governed by it. Therefore, every working journalist after my Award will have to elect for either the pay scales under the 1955 agreement or the wage scales, prescribed by this Award. He shall, in either case, get the benefit of the enhanced rate of dearness allowance and city compensatory allowance, which I have awarded.

269. I further direct that such election should be notified in writing by each working journalist to the management within a month from the date of the publication of this Award, and in the absence of such notification, he shall be deemed to have elected for the scales of pay prescribed by this Award.

270. It is also necessary to prescribe the date from which this award shall be made applicable. With regard to both working journalists and non-working journalists I direct that the scales of pay, rates of dearness allowance and other allowances shall come into force from 1st January 1960. The union had claimed that the scales of pay and dearness allowance should be granted with effect from 1st April 1958, the date on which the charter of demands was made. But there can be no question of granting them retrospective effect from that date as the financial burden consequent on such a direction would be very heavy upon the P.T.I. Besides, all the workmen have enjoyed substantial benefits under the Interim Relief granted to them under the staff agreement of 4th December 1958. Considering all the facts and circumstances and the fact that the reference was made to me on 21st November 1959, I think that it would be fair and reasonable if effect to the award is granted from 1st January 1960, except where otherwise directed on any particular demand. In the result I answer issue No. 11 in the terms stated above relating to the date from which the reliefs under this Award shall be payable.

271. It is also necessary to give directions with regard to the method of adjustment and the fitment of the employees into the revised scales of pay prescribed under this award. The union has claimed that adjustment should be done by stepping up the existing salary to the next higher stage in the prescribed scale and adding thereto half the number of increments due on point to point basis. The management has opposed this demand and has pointed out that when the 1955 agreement was implemented, one increment in the agreed scale of pay was granted for every four years of completed service. In view of this, I am satisfied that with regard to non-working journalists no adjustment is necessary beyond stepping up the existing basic pay to the next higher stage of the prescribed scale of pay applicable to the employee, if the existing pay after the amount of the interim relief has been adjusted as directed in paragraph 274 below, is not a step in the prescribed scale of pay.

272. With regard to the working journalists, the method of adjustment for those working journalists who opt for the wage scales under this Award, will be the one directed by the Wage Rate Order under paragraphs 30 to 36. The benefits of the new scale of pay prescribed by this Award and of the new rates of dearness allowance and city compensatory allowance shall be granted to working journalists from 1st January 1960. For those working journalists who would prefer to opt for the wage scale under the 1955 staff agreement, ordinarily no method of adjustment would be necessary. Some adjustment, may however become necessary if after the adjustment of the interim relief in the basic pay and dearness allowance as directed by para 274 of the award, the basic wage is not a step in the 1955 wage scale. In such an event, the working journalist wil be stepped up to the next higher stage of the 1955 wage scale.

273. Directions are also necessary for adjusting the interim relief. The fitment formula for the lower grade staff would be that the amount of interim

relief would be absorbed in the revised dearness allowance provided under this award.

274. With regard to the other staff the amount of interim relief will be absorbed into the basic pay and dearness allowance by appropriately stepping up the existing basic pay of an employee into the scales of pay prescribed. For the purpose of adjustment every employee's basic pay, dearness allowance and interim relief drawn by him as on 1st January 1960, will be taken into account. There will not be any amount to be carried over for absorption in future increments as a result of the adjustments.

275. It is necessary to direct that in the payment to be made under the scheme of adjustment prescribed by this Award, the payment already made to working journalists by the management in implementation of the Wage Rate Order and under the interim order, dated 23rd February 1960, in Applications Nos. 1 to 5 of 1960 in this reference shall be adjusted in the final payments to be made under this award. It is also necessary to direct that for the period from 1st June 1958 to 31st December 1959 each working journalist will have the option of claiming wages under the terms of the 1955 and 1958 staff agreements or under the Wage Rate Order.

276. I further direct that under no circumstances will the total emoluments of any employee under this award be less than that which he is entitled to under the staff agreements of 1955 and 1958.

277. In the result I answer issue No. 4 relating to adjustment in the terms stated above.

278. I further recommend that the adjustments should be jointly made by a duly authorised representative on behalf of the management and an authorised representative of the Federation. I am emboldened to make this suggestion as the fitments under the agreement of 1955, were made by a joint committee of the representatives of the management and the Federation. There were many cases of dispute over the implementation of the Wag Rate Order and the management had then offered to the Federation that such disputes and differences should be settled by reference to arbitration. I am quite conscious that the implementation of this Award may give rise to disputes and differences in cases of some employees and I would strongly recommend to the parties to refer such disputes and differences for decision to the arbitration of an arbitrator in whom both parties have confidence.

279. I further direct that all payments due under this award shall be made to the workmen by 31st March 1961.

280. As the Federation has succeeded in establishing several of its demands, I think an order for costs in its favour is justified. Considering the number of days the dispute was heard, and the expenses which the Federation must have incurred in conducting this dispute, I consider the award to Rs. 1,500 as costs to the Federation reasonable and I order accordingly. The costs to be paid on the date this Award becomes enforceable.

281. Before I part with this dispute, I should like to express my thanks for all the co-operation and assistance I have received from the representatives of both the parties, particularly from Shri C. C. Shah, Director and Solicitor, Shri B. Narayanaswamy, Advocate, Shri K. N. Ramanathan, General Manager and T. Fernandez, Assistant Manager, representing the P.T.I. and from Shri H. R. Gokhale, Advocate, Shri P. D. Kamerkar, Advocate and Shri R. Varadachari, the energetic Secretary of the Federation, representing the workmen. I should particularly like to mention that Shri Varadachari, throughout the proceedings handled the case of the workmen, both working journalists and non-working journalists, in an able manner. I was greatly impressed by his quick grasp of the points, at issue, his able presentation of the workers' claim and the hard work he put in preparing the statements which he filed at the hearing. I cannot help once again referring to the efforts which the parties made to reach an overall settlement. It is a matter of disappoint to me that, after having come so near to achieving an overall settlement, the parties could not compose their differences on a few points. But I do trust that the parties will show a spirit of mutual accommodation in implementing this award.

282. I, therefore, make my Award in this reference as stated above.

SALIM M. MERCHANT,
Presiding Officer,
National Industrial Tribunal.

[No. LRI/58/4/59-II.]

New Delhi, the 16th December 1960

S.O. 3075.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the National Industrial Tribunal, Bombay, in the matter of applications under Section 33A of the said Act from certain workmen of the Press Trust of India Ltd., Bombay.

IN THE NATIONAL INDUSTRIAL TRIBUNAL OF INDIA, BOMBAY

APPLICATION No. 1 OF 1960 IN REF. No. 2 (NTB) OF 1959.

Shri G. B. Malkani, C/o The Federation of Press Trust of India Employees' Unions, Bombay.—*Applicant.*

vs.

The Press Trust of India Ltd., Bombay—*Opposite party.*

APPLICATION No. 2 OF 1960 IN REF. No. 2 (NTB) OF 1959.

Shri R. Balasubramaniam, C/o The Federation of Press Trust of India Employees' Unions, Bombay.—*Applicant.*

vs.

The Press Trust of India Ltd., Bombay—*Opposite party.*

APPLICATION No. 3 OF 1960 IN REF. No. 2 (NTB) OF 1959.

Shri R. S. Mukud, C/o The Federation of Press Trust of India Employees' Unions, Bombay.—*Applicant.*

vs.

The Press Trust of India Ltd., Bombay—*Opposite party.*

APPLICATION No. 4 OF 1960 IN REF. No. 2 (NTB) OF 1959.

Shri P. K. Menon, C/o The Federation of Press Trust of India Employees' Unions, Bombay.—*Applicant.*

vs.

The Press Trust of India Ltd., Bombay—Opposite party.

APPLICATION No. 5 OF 1960 IN REF. No. 2 (NTB) OF 1959.

Shri R. U. Mudbidri, C/o The Federation of Press Trust of India Employees' Unions, Bombay.—*Applicant.*

vs.

The Press Trust of India Ltd., Bombay—*Opposite party.*

APPLICATION No. 7 OF 1960 IN REF. No. 2 (NTB) OF 1959.

Peruvemba Nanu Lakshman, 4, Parliament Street, New Delhi.—*Applicant.*

vs.

(1) The Press Trust of India Ltd., Bombay.

(2) The Federation of Press Trust of India Employees' Unions, Bombay.—*Opposite party.*

APPLICATION No. 8 OF 1960 IN REF. No. 2 (NTB) OF 1959.

Shri Raghvendra Chakrapani, 4, Parliament Street, New Delhi.—*Applicant.*

vs.

(1) The Press Trust of India Ltd., Bombay.

(2) The Federation of Press Trust of India Employees' Unions, Bombay.—*Opposite party.*

APPLICATION No. 9 OF 1960 IN REF. No. 2 (NTB) OF 1959.

Shri Anantharaman Balasubramaniam, 4, Parliament Street, New Delhi—*Applicant.*

vs.

(1) The Press Trust of India Ltd., Bombay.

(2) The Federation of Press Trust of India Employees' Unions, Bombay.—*Opposite party.*

In the matter of complaints under section 33A of the Industrial Disputes Act, 1947

PRESENT:

Shri Salim M. Merchant, Presiding Officer.

Bombay, dated 30th November 1960

APPEARANCES:

For the applicants in applications Nos. 1 to 5 of 1960:—Shri H. R. Gokhale, Advocate with Sarvashri P. D. Kamerkar and Y. S. Chitale, Advocates with Shri R. Varadachari, General Secretary, P.T.I. Unions Federation.

For the opposite party in applications Nos. 1 to 5 of 1960:—Shri P. N. Bhagwati, Advocate and Shri C. C. Shah, Solicitor with K. N. Ramanathan, General Manager and Shri T. Fernandez, Assistant General Manager, P.T.I.

For the applicants in applications 7, 8 and 9 of 1960:—Shri M. G. Shah, Advocate.

For opposite party (1) in Applications 7, 8 and 9 of 1960:—Shri C. C. Shah, Attorney-at-law, with Shri K. N. Ramanathan, General Manager and Shri T. Fernandez, Assistant General Manager, P.T.I.

For opposite party (2) in applications 7, 8 and 9 of 1960:—Shri R. Varadachari, General Secretary, Federation of Press Trust of India Employees' Unions.

STATE: All India (Head Office, Bombay). INDUSTRY: News agency.

AWARD

These are two sets of complaints, purporting to be under section 33A of the Industrial Disputes Act, 1947. Complaints Nos. 1 to 5 of 1960 were filed on 25th January 1960 and they were consolidated and I made an interim order in terms of an interim settlement reached between the parties to these five complaints on 23rd February 1960. Under the terms of settlement, the final disposal of these five complaints was to follow upon directions in the final award in the main dispute between the parties, Reference No. 2 (NTB) of 1959.

2. Complaints Nos. 7, 8 and 9 have arisen as a result of the enforcement by the management of the interim terms of settlement dated 23rd February 1960 in complaints Nos. 1 to 5 of 1960. These complainants state that they have been adversely affected by their total monthly remuneration getting reduced in implementation of the terms of the interim settlement dated 23rd February 1960.

3. These applications involve common questions, and I am, therefore, disposing them off by this single award.

4. The applicants in applications Nos. 1 to 5 of 1960 are working journalists employed in the P.T.I., the opposite party. Under the terms of agreement reached between the P.T.I. and the Federation of Press Trust of India Employees' Unions dated 3rd July, 1955 a single running scale of pay of Rs. 125—15—200—20—400—EB—30—760—40—800 was agreed upon for all working journalists. Under that agreement, all the employees of the P.T.I., working journalists and non-journalists, were entitled to dearness allowance at the following rates:—

Dearness Allowance

Upto basic salary of Rs. 100—dearness allowance of Rs. 35.

Basic salary of Rs. 101 to Rs. 300—dearness allowance of Rs. 45 or 30 per cent whichever is higher.

Basic salary of Rs. 301 to 500—dearness allowance of Rs. 100 or 25 per cent whichever is higher.

Basic salary of Rs. 501 and above—dearness allowance of Rs. 125 or 20 per cent whichever is higher.

5. On 4th December, 1958, another agreement was entered into between the Press Trust of India Ltd., and the Federation by which all employees of the P.T.I., both working journalists and non-journalists drawing a monthly salary of less than Rs. 1,000 became entitled to an interim relief at the rate of 6 per cent of basic salary and dearness allowance with a minimum of Rs. 15 and a ceiling of Rs. 30 payable upto the final settlement of the dispute. This interim relief was granted with effect from 1st September, 1958.

6. On 29th May 1959, by an order, being notification No. S.O. 1257, made in exercise of the powers conferred by section 6 of the Working Journalists (Fixation of Rates of Wages) Act, 1958 (Act 29 of 1958), the rates of wages and dearness allowance payable to working journalists were fixed and those rates of wages were made applicable from 1st June, 1958. I shall, hereafter refer to this order as the Wage Rate Order. The company implemented the Wage Rate Order in November, 1959, with effect from 1st June, 1958.

7. The complaint of each of these five complainants is that they are entitled to higher total monthly emoluments than have been granted to them by the management from 30th November, 1959, in implementing the Wage Rate Order. As this industrial dispute [Ref. No. 2 (NTB) of 1959] was referred to adjudication on 21st November, 1959, and as wages lower than what they are entitled to, was paid to them by the management on 30th November, 1959, the complainants allege that there has been a prejudicial change in the terms and conditions of service which were applicable to them on the date of the order of reference of this dispute to this Tribunal. They say that as the change was made during the pendency of this dispute, in which they are workmen concerned, without the written permission of the Tribunal as required by section 33, of the Industrial Dispute Act, 1947 (Act XIV of 1947) there has been a breach of section 33 and these complaints are therefore maintainable under section 33A of the Act.

8. The complainant in Application No. 1 of 1960 Shri S. B. Malkani claims that in implementation of the Wage Rate Order, he was entitled on 30th November, 1959 to the total monthly remuneration of Rs. 870 made up as follows:—

Rs. 700·00—Basic pay under the Wage Rate Order.
Rs. 140·00—Dearness allowance under the 1955 agreement.
Rs. 30·00—Interim Relief under 1958 agreement.

Rs. 870·00—Total.

In implementation of the Wage Rate Order, the management had paid him only Rs. 834 made up as follows:—

Rs. 700·00—Basic pay under the Wage Rate Order.
Rs. 105·00—Dearness allowance under the Wage Rate Order.

Rs. 805·00
Rs. 29·00 Carry-over

Rs. 834·00—Total.

He, therefore, claims that the company should be directed to pay to him the higher payment of Rs. 870 which he claims he is entitled to.

9. Shri R. Balasubramaniam, complainant in application No. 2 of 1960 claims that he is entitled to total emoluments of Rs. 592·50 made up as follows:—

Rs. 450·00—Basic pay under Wage Rate Order.
Rs. 112·50—Dearness allowance under 1955 agreement.
Rs. 30·50—Interim relief under 1958 agreement.

Rs. 592·50

as against Rs. 540 paid to him by the management from 30th November, 1959 in implementation of the Wage Rate Order—

Basic salary	—Rs. 450·00
Dearness Allowance	—Rs. 90·00
	Rs. 540·00

10. Shri R. S. Mukud, complainant in application No. 3 of 1960, claims that he is entitled to total emoluments of Rs. 461 made up of—

Basic salary under Wage Rate Order	—Rs. 335·00
Dearness Allowance under 1955 agreement	—Rs. 100·00
Interim relief under 1958 agreement	—Rs. 26·10
	Rs. 461·10

as against Rs. 445·20 paid to him by the management on 30th November, 1959 under the Wage Rate Order.

11. Shri P. K. Menon, complainant in Application No. 4 of 1960, claims that he was on 30th November, 1959 entitled to total emoluments of Rs. 323·83 made up of—

Basic salary	—Rs. 235·00—under Wage Rate Order
Dearness Allowance	—Rs. 70·50—under agreement of 1955
Interim Relief	—Rs. 18·33—under agreement of 1958
	Rs. 323·83

against the total emolument of Rs. 305 paid to him by the management in implementation of the Wage Rate Order—

Basic salary	—Rs. 235
Dearness allowance	—Rs. 70
	—Rs. 305

12. Shri R. U. Mudbidri, complainant in Application No. 5 of 1960 claims that he was entitled to total emoluments of Rs. 378·95 made up as follows:—

Basic salary	—Rs. 275·00 under Wage Rate Order.
Dearness allowance	—Rs. 82·50 under 1955 agreement.
Interim Relief	—Rs. 21·45 under 1958 agreement.
	Rs. 378·95

whereas the management paid him Rs. 358:28 in November, 1959 in implementation of the Wage Rate Order made up of—

Basic salary	—Rs. 275·00
Dearness allowance	—Rs. 70·00
Carry forward	—Rs. 13·28
	—Rs. 358·28

13. The company in its written statement in reply to these complaints and at the hearing has raised preliminary objections against the maintainability of these complaints. But before these submissions could be argued, at the adjourned hearing on 23rd February, 1960, parties filed consent terms under which it was agreed as follows:—

(1) That notwithstanding the Wage Rate Order, dated 29th May, 1959, the Press Trust of India Ltd. would pay to all working journalists in its service as from 1st February, 1960 wages in accordance with the agreements, dated 3rd July, 1955 and 4th December, 1958.

(2) That the Press Trust of India would not deduct from the wages payable to the working journalists as mentioned in clause 1 above excess payments already made to the working journalists either by way of wages or arrears of wages in accordance with the wage rate order over the wages payable to them under the agreements, dated 3rd July, 1955 and 4th December, 1958.

(3) That the P.T.I. would not be required to pay to its working journalists further instalments of arrears of wages payable to them under the Wage Rate Order until the hearing and final disposal of Reference No. 2(NTB) of 1959.

(4) That all the payments made and to be made by the Press Trust of India under clauses (1) and (2) above shall be taken into account and adjusted in implementation of the final order in Reference No. 2(NTB) of 1959.

The agreement further recorded that the order passed on the application would be without prejudice to the rights and contentions of the parties. Thereupon, I made the following diary order:—

"By consent the five complaints Nos. 1 to 5 are consolidated. Parties file consent terms in the consolidated applications and pray that an

interim order be made in terms thereof. Consent terms taken on file and interim order made in terms thereof. By consent the complaints are adjourned to be heard along with the main reference Ref. No. 2(NTB) of 1959."

14. Thereafter, these applications were heard on 20th July, 1960.

15. The management in its written statement and at the hearing (1) denied breach of section 33 and contended that these complaints were not maintainable under section 33A because no alteration in the conditions of service of the workmen to their prejudice had been made (2) contended that if it was held that such an alteration had been made, it had not in any case been made during the pendency of the reference and (3) argued that as the complaints were in effect against the manner in which the Wage Rate Order had been implemented, their remedy lay before other authorities and not before this Tribunal. In other words they argue that these complaints are not maintainable and I have no jurisdiction to entertain the same.

16. These contentions of the management, can be best illustrated by taking the case of complainant in Application No. 1 of 1960 viz.—Shri G. B. Malkani.

17. It is admitted that Shri G. B. Malkani is a working journalist who falls in group II under the Wage Rate Order, for which group the pay scale prescribed under the Wage Rate Order is Rs. 500—30—650—50—900. It is admitted that under the 1955 agreement the pay scale applicable to him was Rs. 125—15—300—20—400—EB—30—760—40—800. Now, the company argues that this monthly emoluments under the 1955 and 1958 agreements and under the Wage Rate Order, on the following material dates, would have been as follows:—

Under the 1955 and 1958 agreements	Under the Wage Rate Order
From 1-6-1958 to 30-8-1958	1-6-1958 to 30-5-1959
Rs. 640—basic pay	Rs. 650—basic pay
Rs. 128—dearness allowance	Rs. 105—dearness allowance
Rs. 768	Rs. 755
	Rs. 13 carry over
	Rs. 768
From 1-9-1958 to 31-12-1958.	
Rs. 640—basic	
Rs. 128—d.a.	
Rs. 30—interim relief	
Rs. 798	
From 1-1-1959 to 31-12-1959	From 1-6-1959 to 30-5-1960.
Rs. 670—basic	Rs. 700—basic pay
Rs. 134—d.a.	Rs. 105—d.a.
Rs. 30—interim relief	Rs. 805
Rs. 834	Rs. 29—carry over
	Rs. 834
From 1-1-1960 to 31-12-1960.	From 1-6-1960 to 30-5-1961.
Rs. 700—basic	Rs. 750—basic pay
Rs. 140—d.a.	Rs. 105—d.a.
Rs. 30—interim relief	Rs. 855.
Rs. 870	

NOTE.—He is being paid at the rate of Rs. 870 per month since 1st February, 1960 in terms of the interim settlement in these applications, dated 23rd February, 1960.

18. It will be noticed that according to the company under the 1955 and 1958 staff agreements the total emoluments of Shri Malkani as on 30th November, 1959 would have been Rs. 834 as stated above, and that after the implementation of the Wage Rate Order also he was paid Rs. 834 because the shortfall of Rs. 29 in his total emoluments under the Wage Rate Order was made up by payment

of Rs. 29·00 as carry over amount. The complainant, however, claims that he was as on 30th November, 1959, entitled to Rs. 700 as basic pay under the Wage Rate Order, Rs. 140 as dearness allowance under the 1955 agreement and Rs. 30 as interim relief under the 1958 agreement making a total to Rs. 870 and he claims that because he was not paid this amount on 30th November, 1959 but was paid only Rs. 824 as stated above there was a prejudicial change in the terms and conditions of his service during the pendency of this dispute. Shri Gokhale, Counsel for the complainant has relied upon the provisions of section 11(2) of the Working Journalists (Fixation of Rates of Wages) Act, 1958, which is as follows:—

"11(2) The provisions of this Act shall have effect notwithstanding anything inconsistent therewith in the terms of any award, agreement or contract of service whether made before or after the commencement of this Act:

Provided that where under any such award, agreement, contract of service or otherwise, a working journalist is entitled to benefits *in respect of any matter* which are more favourable to him than those to which he would be entitled under this Act, the working journalist shall continue to be entitled to the more favourable benefits in respect of that matter, notwithstanding that he receives benefits in respect of other matters under this Act."

19. Shri Gokhale has argued that under the saving clause of this proviso the complainant was entitled to claim the benefits of the higher scale of pay prescribed under the Wage Rate Order, than under the agreement of 1955, and also to the benefit of the higher rate of dearness allowance under the agreement of 1955 and the interim relief under the agreement of 1958 than provided under the Wage Rate Order. He has further stated that by the words "any matter" appearing in this clause the legislature intended that the basic wage and dearness allowance should be treated as separate matters and if the agreement of 1955 granted higher scale of dearness allowance, the complainant was entitled to that benefit as also the higher basic pay under the pay scales fixed under the Wage Rate Order.

20. Shri Shah for the P.T.I. on the other hand has argued, which contention I accept, that under the provisions of section 11(2) what is to be taken into account is the total emoluments made up of basic wages and dearness allowance and that it was never the intention of the Legislature to treat basic wage and dearness allowance as separate matters, because under the Act of 1958 the term "wages" has the meaning given to it as under section 2(rr) of the Industrial Disputes Act, and would include the total emoluments made up of basic wages, dearness and other allowances payable to the workmen. The directions in para 37 of the Wage Rate Order, which I have extracted below, are also on the same lines.

21. In my opinion the contention of the management that there has been no prejudicial change during the pendency of this dispute must also be accepted, as the total emoluments which the complainant could claim under the 1955 and 1958 staff agreements on 30th November, 1959 was Rs. 834 as shown above, which amount the company has paid him.

22. Whilst I hold that the working journalists of the P.T.I. would be entitled to elect the better benefit in respect of wages, as between the 1955 and 1958 staff agreements on the one hand and the Wage Rate Order on the other, it does not mean that all working journalists must be governed only by the Wage Rate Order. The directions contained in paragraph 37 of the Wage Rate Order, protect the higher total of basic wage and dearness allowance, under the 1955 and 1958 staff agreements, which constitute the P.T.I.'s scheme of wages, para 37 of the Wage Rate Order is as follows:—

"If the total of the basic pay and dearness allowance, if any, payable to any group of working journalists by an establishment in accordance with its own scheme of wages is in excess of the total of the basic pay and dearness allowance payable to working journalists in that group under the scheme of our recommendations year by year, the employer may maintain his own scheme of wages and allowances for that group and in such case the provisions of paragraph 30 to 36 should not apply to such group."

23. On a consideration of the provisions of para 37 of the recommendations of the Wage Committee and the provisions of section 11(2) of the Act of 1958, I have not the least doubt that the working journalists of the P.T.I. are entitled to opt for the total benefits by way of basic wages, dearness allowance and interim

relief provided to them by the 1955 and 1958 staff agreements, in preference to the total emoluments by way of basic wages and dearness allowance provided for them by the Wage Rate Order. This option was clearly assured by the company to its workmen by its circular, dated 10th November, 1959 (E.W. 16). The company therefore is not right when it argued that no working journalist can now claim the benefits of the 1955 and 1958 staff agreements in preference to the Wage Rate Order. In my opinion such an option need not be groupwise but can also be claimed by every single working journalist. But once the option has been exercised, the working journalist is bound by it and cannot at any future date claim the benefit of the wage scheme under the Wage Rate Order. In the result, what I hold is that those of the complainants who are better off under the 1955 and 1958 staff agreements are entitled to claim the same and that it is not necessary that such claim should be made groupwise only.

24. However, complaints Nos. 1 to 5 fail and are dismissed because it has not been established that a change prejudicial to these complainants was made as allowed by them during the pendency of this dispute.

25. I may pause here and clarify that as I have in my award in the main reference—Reference No. 2(NTB) of 1959 held that individual working journalists will have the option to claim the benefits of the 1955 and 1958 staff agreement as modified by my award, the benefits which these complainants and other working journalists may have received under the interim terms of settlement, dated 23rd February, 1960, will have to be adjusted against the final payments to be made to them under the terms of my award in reference No. 2(NTB) of 1959.

26. Now, applications Nos. 7, 8 and 9, arise out of the implementation of the interim terms of settlement, dated 23rd February, 1960 above referred to. These three complainants are working journalists employed in the Delhi office of the P.T.I. and all of them stand to get better total emoluments under the terms of the Wage Rate Order than under the terms of the 1955 and 1958 staff agreements.

27. To take the case of Shri P. N. Lakshman, complainant in application No. 7, under the Wage Rate Order, as on 1st June, 1958, he was entitled to total remuneration of Rs. 480 made up as follows:—

Rs. 400	—basic pay
Rs. 80	—dearness allowance
Rs. 480	

and on 1st June, 1959 he was entitled to the total emoluments of Rs. 515 made up of Rs. 425 basic and Rs. 90 dearness allowance. However, the management, in implementation of the interim agreement of 23rd February, 1960 in complaints Nos. 1 to 5 of 1960, by its letter dated 26th February, 1960 reduced his wages to Rs. 378·16 nP. with effect from 1st February, 1960 on the following basis:

Basic salary (including annual increase under 1955 agreement)	—Rs.	220·00
Dearness allowance	—Rs.	66·00
Interim relief	—Rs.	17·16
Special allowance	—Rs.	75·00
	Rs.	378·16

28. Similarly in the case of Shri R. Chakrapani (complainant in application No. 8 of 1960) his total emoluments were reduced from Rs. 540 to Rs. 513·40 also with effect from 1st February, 1960. He has thus suffered a reduction in his wages of Rs. 26·60 per month in implementation of the interim terms of settlement, dated 23rd February, 1960.

29. Similarly in the case of Shri Anantharam Balasubramaniam complainant in complaint No. 9 of 1960, his total emoluments with effect from 1st February, 1960 were reduced from Rs. 590·50 to Rs. 445·20, a reduction of Rs. 144·80 per month in implementation of the circumstances of settlement of 23rd February, 1960.

30. From the above it is clear that in these three cases, the working journalists stand to benefit under the Wage Rate Order and stand to lose under the terms of the staff agreements of 1955 and 1958 which the management seeks to apply to them, in implementation of the terms of the interim terms of settlement, dated 23rd February, 1960. In other words, the management's contention is that individual working journalists are not entitled to opt for the benefits of either the staff agreements of 1955 and 1958 or the Wage Rate Order but that the option must be

group-wise. I am definitely of the opinion, as stated earlier, that under the proviso to section 11(2) of Act 29 of 1958 and the terms of paragraph 37 of the Wage Rate Order, individual working journalists are entitled to opt for the better benefits of either the 1955 and 1958 staff agreements or under the Wage Rate Order. These three complainants, in my opinion were entitled to opt for the better benefits of the Wage Rate Order. By applying the 1955 and 1958 staff agreements to them they have been the losers. Though unquestionably there has been a prejudicial change to the detriment of each of these workmen in their total emoluments as from 1st February, 1960, the question is whether such a prejudicial change constitutes a breach of section 33 of the Industrial Disputes Act. Shri Shah has argued that in acting under the terms of the agreement of 23rd February, 1960, the company was merely following the interim order which this Tribunal made on 23rd February, 1960 in terms of the interim agreement reached between the company and the Federation in applications 1 to 5 of 1960, and therefore, it was not guilty of a breach of section 33. I accept this contention of Shri Shah and whilst I would dismiss these complaints, I hold that each of these complainants would be entitled even after 1st February, 1960 to the benefits under the Wage Rate Order and they would further be entitled to the benefits of my award in Reference No. 2(NTB) of 1959.

31. In the over all result, each of these eight complaints, complaints Nos. 1 to 5 and 7 to 9, are dismissed. No order as to costs.

(Sd.) SALIM M. MERCHANT,
Presiding Officer,
National Industrial Tribunal.

[No. 58/4/59-II-LRI-A.]

S.O. 3076.—In pursuance of section 17 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby publishes the following award of the National Industrial Tribunal, Bombay, in the matter of application under Section 33A of the said Act, from Shri S. V. Mani, a working journalist in the Press Trust of India Ltd., Bombay.

IN THE NATIONAL INDUSTRIAL TRIBUNAL OF INDIA AT BOMBAY.

Application No. 6 of 1960 in

REFERENCE No. 2 (NTB) OF 1959.

Shri S. V. Mani, C/o The Federation of Press Trust of India Employees' Unions, Bombay,—*Applicant.*

versus.

The Press Trust of India Ltd., Bombay.—*Opposite party.*

IN THE MATTER OF A COMPLAINT UNDER SECTION 33-A OF THE INDUSTRIAL DISPUTES ACT, 1947.

Bombay the 30th November 1960

APPEARANCES:

For the applicant.—Shri P. D. Kamerkar, Advocate instructed by Shri R. Varadachari, General Secretary of the Federation of Press Trust of India Employees' Unions.

For the opposite party.—Shri C. C. Shah, Attorney-at-law.

STATE.—All India (Head Office at Bombay).

INDUSTRY: News agency.

AWARD.

The complainant, Shri S. V. Mani, is a working journalist in the P. T. I., who is admittedly a workman concerned in the industrial dispute Ref., No. 2 (NTB) of 1959. On 30th March 1960, he filed this complaint alleging that the opposite party had, during the pendency of the said dispute before this Tribunal, altered to his prejudice the terms and conditions of his service, relating to his wages, and that the company in doing so had acted in contravention of section 33(1) of the Industrial Disputes Act, 1947, as it had not obtained the prior written permission of the Tribunal in effecting the prejudicial change in respect of his wages, which is a matter in dispute in the pending reference. The prejudical change, according to him, consisted in the management having paid him for each of the months

of November, and December, 1959, and for January, 1960, the total monthly remuneration of Rs. 305 under the Wage Rate Order dated 29th May, 1959, instead of the monthly remuneration of Rs. 330·72 nP., to which he was entitled in terms of the staff agreements of 1955, and 1958. He, therefore, seeks a direction from this Tribunal upon the opposite party directing them to pay him the higher wages, as stated above.

The opposite party in its written statement in reply has contended that this application is misconceived and the Tribunal has no jurisdiction to entertain the same. The company's case is that after the Government order dated 29th May, 1959 (Wage Rate Order), the opposite party took steps to implement the said order and by its letter dated 11th November, 1959, informed the complainant that he was placed in group III under that order and that his emoluments after fitment on 1st June, 1958, were being worked out and that he would be notified of the position later. Thereafter, by its letter dated 17th November, 1959, the opposite party informed him that under the fitment made as directed by the Wage Rate Order his basic salary on 1st June, 1958, was fixed at Rs. 215 and he was under that order entitled to dearness allowance of Rs. 70 making his total emoluments Rs. 285 as on 1st June, 1958. The company has annexed copies of its letters dated 11th November, 1959, and 17th November, 1959, to its written statement and they are admitted by the complainant. The company has further stated that on 1st November, 1959, under the Government Wage Rate Order his basic salary increased to Rs. 235 and he was entitled to Rs. 70 as dearness allowance making his total emoluments Rs. 305 per month, which he was paid and he received for the months of November, and December, 1959, and January, 1960. According to the opposite party the complainant accepted the fitment made by them under the Wage Rate Order and had received his salary accordingly and the complainant had never contended that he was entitled to retain any of the alleged benefits under the agreement dated 3rd July, 1955. The management, further contends that the complainant having accepted the fitment, and having received his salary accordingly, he is now stopped from contending to the contrary and he is bound by the fitment made by the opposite party, which they allege he had accepted. According to the management until his fitment was made as aforesaid, the complainant was entitled to wages till end of October, 1959, amounting to Rs. 303·16 per month made up of Rs. 220 basic pay, Rs. 66 as dearness allowance and Rs. 17·16 per month as interim relief, the last item being the amount of interim relief payable under the agreement of December, 1958. The opposite party, therefore, states that as a result of the fitment made as aforesaid effective from 1st June, 1958, the applicant was overpaid Rs. 39 till the end of October, 1959, and he has been allowed to retain the same. The opposite party denied that under the conditions of service applicable to the complainant immediately before the commencement of these proceedings he was entitled to the payment of Rs. 330:72 per month as monthly wages, or even with effect from 1st January, 1960. The company further denies that the complainant was entitled to claim any higher benefits than those offered to him under the Wage Rate Order and it claims that he is rightly being paid Rs. 305 per month made up of Rs. 235 as basic pay and Rs. 70 as dearness allowance as stated above.

3. The company has further stated that under the interim order passed by this Tribunal on 23rd February, 1960 in proceedings in applications Nos. 1 to 5 of 1960, the company has, with effect from 1st February, 1960, been paying the complainant the total remuneration of Rs. 330:72 per month.

4. For these reasons, the company denies that it has altered to the prejudice of the complainant the conditions of service applicable to him immediately before the commencement of these proceedings in the matter of wage increases and that thereby it has contravened the provisions of section 33(1) of the Industrial Disputes Act, and prays that the application be dismissed with costs.

5. I shall first deal with the contention of estoppel raised by the company. The Wage Rate Order was published by Government on 29th May 1959 and it was to be implemented from 1st June 1958. The management implemented the Wage Rate Order in November 1959, albeit with effect from 1st June 1958. The implementation of the Wage Rate Order had proceeded on the basis that the rates of wages and dearness allowance prescribed by the Wage Rate Order only were binding on the workmen and that they were not entitled to opt for the benefits which they were entitled to under the 1955 and 1958 agreements, if those were better for them. No doubt, under its circular dated 10th November 1959 (Exhibit W-16), the company had offered it working journalists that they could retain the benefits under the 1955 and 1958 agreements if those were better for them than those under the Wage Rate Order, but from the evidence of Shri Ramanathan, General Manager of the

P.T.I. (E.W. 1) it is quite clear that the management had not made up its mind whether the benefit would have been granted if any working journalist would have claimed to retain the better benefits under the 1955 and 1958 staff agreements when the management started implementing the Wage Rate Order. Shri Shah in his arguments before me in this application stated that the company's circular dated 10th November 1959 (Ex. W. 16) does not say that individual option cannot be exercised and that the company had not denied individual option to any individual working journalist but he went on to add that it had neither accepted it. In my opinion, under the proviso to section 11(2) of the Act of 1958 (Act 29 of 1958), every individual working journalist of the P.T.I. was entitled to claim the benefits by way of wages available to him under the 1955 and 1958 staff agreements, if the same were better for him than those under the Wage Rate Order. In this case, it is admitted that the complainant was on leave when the company's circular dated 17th November 1959, intimating the details of his wage fitment was issued by the company and on return from leave he was paid his salary for December 1959, according to the fitment made by the company under the Wage Rate Order and he accepted the same, as also wages for January 1960. From February 1960, he was paid Rs. 330·72, under the interim terms of settlement in Application Nos. 1 to 5 of 1960 under which the company agreed to pay its working journalists groupwise the benefits under the 1955 and 1958 staff agreements. The wages under the fitment made by the management under the Wage Rate Order were first paid to the workmen only on 30th November 1959, by which date this dispute under which the working journalists claim higher and better wages than under the Wage Rate Order had been raised and had been referred to adjudication. There were also a large number of working journalists who had accepted payments under the Wage Rate Order, under protest, (see award in application Nos. 17 and 18 of 1960) and who claimed that they were entitled to retain the higher wages under the agreements of 1955 and 1958. In all these circumstances, I am not prepared to accept the company's contention that the acceptance by the complainant of his wages under the Wage Rate Order for November and December 1959 and January 1960, can act as an estoppel against his claimining the benefits of the Wages under the 1955 and 1958 staff agreements. The company has applied the terms of the interim terms of settlement of 23rd February 1960, and has under it given the benefits of the 1955 and 1958 staff agreements to the complainant with effect from 1st February 1960. By that agreement it was virtually agreed that the question whether individual working journalists can claim to be governed by the better benefits of the 1955 and 1958 agreements, than the Wage Rate Order or *vice versa* would be a matter which would be governed by my Award in Ref. No. 2(NTB) of 1959. I have in my Award in that dispute hold that individual working journalists can claim the benefits of the 1955 and 1958 agreements if the same are more favourable. I am of the opinion that the working journalists of the P.T.I. are entitled to this option under the provisions of the proviso to section 11(2) of Act 29 of 1958, as held by me in my award in application Nos. 17 and 18 of 1960. I would, therefore, hold that the complainant was entitled to claim the benefits of the 1955 and 1958 agreements over the Wage Rate Order for the period Novebmer 1959 to January 1960, covered by this complaint i.e. that he was entitled to the Wages of Rs. 330·72 for the months of November, December 1959 and January 1960, but if he claims the benefits of the agreements of 1955 and 1958 he must take them throughout, which would mean that the company would be entitled to recover back from him the over-payments of Rs. 39 which it claims it has made to him under the fitment under the Wage Rate Order from 1st June 1958 to 30th November 1959.

6. But whether a complaint can lie for such a claim is a different matter. As I have pointed out above, there were disputes between the parties as to what was the correct position after the Wage Rate Order was published. The dispute in this complaint is really with regard to whether the complainant was entitled to be paid under the Wage Rate Order or retain the benefits of the agreements of 1955 and 1958, on the date the reference was made. It was not as if, it was decided and settled what the complainant's wages were on 21st November 1959, the date of the Government Order of reference referring this dispute to adjudication, and thereafter the company had altered those settled wages by reducing the same, to the prejudice of the complainant with effect from 30th November, 1959. In these circumstances, I am not prepared to hold that there has been a contravention of section 33(1) of the Industrial Disputes Act 1947. In the result, I hold that this complaint is not maintainable and the same is therefore dismissed.

7. No order as to costs.

(Sd.) SALIM M. MERCHANT,
Presiding Officer,
National Industrial Tribunal.

[No. 58/4/59-II-LRI-B.]

New Delhi, the 20th December 1960

S.O. 3077.—In pursuance of section 17 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby publishes the following award of the National Industrial Tribunal, Bombay, in the matter of application under Section 33A of the said Act from Shri S. Viswanathan, formerly Chief Reporter, Press Trust of India Ltd., Bombay.

IN THE NATIONAL INDUSTRIAL TRIBUNAL OF INDIA AT BOMBAY.

APPLICATION NO. 19 OF 1960 IN

REF. NO. 2(NTB) OF 1959.

Shri S. Viswanathan, Chief Reporter,
P. T. I., Madras,
8, Brindaban Street, Madras-4.—*Applicant.*

vs.

The Press Trust of India Ltd.,
Bombay.—*Opposite party.*

PRESENT:

Shri Salim M. Merchant, Presiding Officer.

Bombay, the 30th November 1960

APPEARANCES:

For the applicant.—Shri Viswanathan in person.

For the opposite party.—Shri K. N. Ramanathan, General Manager, and Shri T. Fernandez, Assistant General Manager, Press Trust of India Ltd.

STATE: All India, (Head Office-Bombay).
INDUSTRY: News agency.

AWARD.

The complainant, Shri S. Viswanathan, was Chief Reporter of the Madras Bureau of the Press Trust of India. He was retired from service with effect from 7th September 1960. It is admitted that he has attained the age of 55 years, which is the superannuation age in the Press Trust of India under the agreement between the Press Trust of India and the Federation of Press Trust of India Employees' Unions dated 3rd July 1955. He was, however, granted an extension in service for six months which expired on 7th September, 1960, on which date his retirement took effect. It appears that on 5th September, 1960 he had addressed a letter to the management stating that until this Tribunal's award in industrial dispute Reference No. 2 (NTB) of 1959, was announced the order retiring him from service on 7th September 1960 may be annulled and he may be allowed to rejoin duty on 8th September, on expiry of one week's leave which he had applied for on 1st September 1960. The management replied on 12th September 1960 stating that his retirement had taken effect from 7th September 1960, on the expiry of six months' extension granted to him with effect from 7th March, 1960, and he was called upon to collect his gratuity and other dues (exhibit W-1). Thereupon, the complainant filed this complaint which is dated 20th September, 1960. The complainant's case is that the management should have obtained the permission in writing of this Tribunal before it could retire him from service with effect from 7th September, 1960, and that failure to do so resulted in the company, having contravened the provisions of section 33 of the Industrial Disputes Act. He, therefore, contends that his retirement is illegal and that he is entitled to be re-instated with continuity of service on terms and conditions of service obtaining prior to 7th September, 1960.

2. It is admitted that the complainant is a workman concerned in the industrial dispute Reference No. 2(NTB) of 1959 which has been pending before this Tribunal since 21st November, 1959. It is further admitted that the demand for raising the age of retirement from 55 to 60 years is one of the subject matters of the industrial dispute referred to this Tribunal.

3. The management, in its written statement, has denied contravention of section 33, and has urged that under the terms of the general agreement dated

3rd July, 1955 entered into between it and the Federation of Press Trust of India Employees' Unions, representing its employees, every employee of the P.T.I., including the complainant, was liable to be retired from service on attaining the age of 55 years that the complainant had accepted the said agreement and had received benefits thereunder and was therefore bound by the same. The P.T.I. has contended that in retiring the complainant on his reaching the age of 55 years it had acted according to the conditions of service applicable to the applicant immediately before the commencement of the proceedings in this industrial dispute—Ref. No. 2(NTB) of 1959, and therefore, there was no contravention of section 33 and this complaint was not maintainable.

4. It is necessary to state that in response to a general notice issued by this Tribunal on all workmen of the P.T.I., not represented by the Press Trust of India Employees' Unions Federation, the complainant had filed a separate written statement of claim, dated 23rd December, 1959, urging, *inter alia*, that the age of retirement be raised from 55 to 60 years; he had also suggested that the P.T.I. may be directed not to enforce the rules of retirement under the agreement of 1955, until this Tribunal made its award in the dispute Reference No. 2(NTB) of 1959, The P.T.I., in its written statement in reply to Shri Viswanathan's statement of claim had opposed the claims made by him. Thereafter, I fixed the hearing of Shri Viswanathan's written statement on 28th July 1960, notice of which was served on him by registered post. Shri Viswanathan, however, did not put in an appearance at the hearing on 28th July 1960 in support of the contentions raised and the suggestion made by him in his statement of claim. Consequently, no order was passed by this Tribunal on his suggestion to direct the P.T.I. not to enforce the rules of retirement of the 1955 agreement, until the award in the main Reference was made. However, after being superannuated from service on 7th September, 1960, Shri Viswanathan filed this complaint on 23rd September, 1960.

5. Shri Viswanathan has supported his complaint by an affidavit dated 19th October 1960, in which he has reiterated that the unilateral action of the management in retiring him from service during the pendency of the industrial dispute Reference No. 2(NTB) of 1959, was illegal. He has further stated that the action of the management was bad on the ground of discrimination, as it had retained in service certain employees, who had already reached the age of superannuation and he specifically referred to the instances of Sarvashri N. M. Ghosh, A. R. Swami and Shri H. P. Biswas. The management at the hearing on 29th October 1960 admitted that it had granted extensions in service to the three employees mentioned by the complainant but it stated that it had granted those extensions in exercise of the discretion, which it had under the agreement of 1955.

6. The first question to be decided in this complaint is whether there has been any contravention of the provisions of section 33 of the Industrial Disputes Act, 1947, because if there has been no contravention this complaint would not be maintainable.

Section 33(1) is as follows:—

> "*During the pendency of* any conciliation proceeding before the conciliation officer or a Board or of *any proceeding before a labour court or Tribunal or National Tribunal* in respect of an industrial dispute, *no employer shall,*—
>
> (a) in regard to *any matter connected with the dispute, alter, to the* prejudice of the workmen concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceedings;
>
> (b) for any misconduct connected with the dispute, discharge or punish, whether by dismissal or otherwise, any workmen concerned in such dispute, save with the express permission in writing of the authority before which the proceeding is pending."

7. Evidently, the complainant's case is that there has been a breach of section 33(a) by the Respondents. But, before any complaint under section 33A, can succeed it must be established by the complainant that there was a prejudicial change in the conditions of service applicable to the complainant immediately before the commencement of the proceedings before a Tribunal and that change must have taken place during the pendency of the dispute. Now, the proceedings before this Tribunal commenced with the Government order of reference, dated 21st November, 1959. Under the agreement of 3rd July, 1955 between the Press Trust of India and the Federation the age of retirement of all employees

was fixed at 55 years and this was the condition of service applicable to the complainant immediately before the commencement of the proceedings. in Ref. No. 2 (NTB) of 1959. The complainant has sought to argue that the agreement of 3rd July, 1955 was not applicable to him as he was not a member of the Federation, which had negotiated and signed the agreement, but it is admitted that he has received all the benefits by way of increased pay and dearness allowance and other terms and conditions of service which were secured by the agreement of 3rd July, 1955. In my opinion, therefore, the complainant was also governed by the agreement of 1955 and the condition of service relating to the age of retirement being 55 years also applied to him. Therefore, when the company retired him on his reaching the age of superannuation it had acted according to the conditions of service applicable to the complainant immediately before the commencement of such proceedings. It cannot, therefore, be said that there has been any alteration to the prejudice of the complainant in the terms and conditions of service applicable to him before the commencement of the proceedings. Therefore, the very foundation on which a complaint under section 33A can be maintained is missing in this case.

8. The complainant at the hearing relied upon the decision of the Hon'ble Supreme Court in the case of Guest, Keen, Williams (Private) Ltd. and Sterling (P.J) and others (1959 II LLJ page 405 at page 414). In that case was held that the fixing of the age of superannuation at 55 by the certified standing orders in regard to prior employees, i.e. employees who had joined the company prior to the date of the certification of the standing orders, could not be said to be fair and reasonable having regard to the fact that when they entered service there was no such limitation. The decision of the Labour Appellate Tribunal on the merits, which was confirmed by the Hon'ble Supreme Court, was based on the peculiar circumstances of the case and in view of the admission by the company in its pleadings before the lower Court that there was no age of retirement fixed or followed prior to the certification of the standing orders. Here, the complainant argues that he is not bound by the agreement of 1955 because the agreement was entered into by the Federation of Press Trust of India Employees' Unions, of which he is not a member. But, as I have stated earlier the complainant had taken advantage of all the other provisions of the agreement of 3rd July, 1955. Apart from that, the complainant had filed a separate written statement in the main dispute, Reference No. 2 (NTB) of 1959, in which he had claimed that the age of retirement should be raised from 55 to 60 years. This clearly shows that the complainant had in that written statement accepted the position that the retirement age of 55 years as provided in the agreement of 3rd July, 1955 was binding on him; and he has thereafter for the first time in this complaint taken up the stand that the agreement of 3rd July, 1955 was not binding on him. Besides, there is nothing to show that in this company every workman was entitled to continue in service till the end of his life which would be the interpretation if the agreement with regard to 55 years being the retirement age were not to apply.

9. The complainant has next relied upon the decision of the Hon'ble Supreme Court in the case of Kamarhatty Company, Ltd., and Ushnath Pakrashi (1959 II LLJ page 556). In my opinion that judgment has no relevancy to the facts of the present case. In that decision their Lordships held that, "a complaint under section 33A being in the nature of a dispute referred to a Tribunal under Section 10 of the Act, it is certainly within its power to order reinstatement on such complaint, if the complaint is that the employee has been dismissed or discharged in breach of section 33 of the Act." This judgment really deals with the reliefs to which a complainant who had been dismissed from service in breach of section 33 during the pendency of an industrial dispute is entitled to on a complaint under section 33A. It has nothing to do with the retirement of an employee under the terms of an existing agreement, constituting a breach of section 33.

10. The complainant has next referred to the judgment of the Hon'ble Supreme Court in the case of the Punjab National Bank (1959 II LLJ page 666). He has relied upon the head-note of the case at page 667 of the report relating to the provisions of section 33 of the Industrial Disputes Act, 1947, as it stood before the amendment in 1951. The head-note upon which he relies states as follows:—

"The provisions of section 33 of the Industrial Disputes Act as it stood in 1951 provided *inter alia* that during the pendency of any proceedings before a Tribunal in respect of any industrial dispute no employer shall discharge or punish, whether by dismissal or otherwise, any workman concerned in such dispute save with the express permission in writing of the Tribunal. It is clear that in cases to which this section applies a ban has been imposed on the power of the employer to

dismiss his employees, save with the express permission in writing of the Tribunal. The object of the legislature in enacting this section is obvious. By imposing the ban section 33 attempts to provide for the continuance and termination of the pending proceedings in a peaceful atmosphere undisturbed by any causes of friction between the employer and his employees. In substance it insists upon the maintenance of the *status quo* pending the disposal of the industrial dispute between the parties."

11. It may first be noticed that these observations of their Lordships are with regard to the provisions of section 33 of the Industrial Disputes Act, 1947 as they stood before their amendment in 1951 and later in 1956. Under clause (a) of the amended section 33(1), the ban is against altering to the prejudice of the workmen concerned, the conditions of service of any matter connected with the dispute applicable to them immediately before the commencement of such proceeding. As I have already shown there was no prejudicial change because under the conditions of service applicable to the complainant immediately before the commencement of such proceedings, he was under the agreement of 1955, liable to be retired at the age of 55. His case is also not covered by clause (b) of section 33(1) as this is not a case of discharge or of punishment, by way of dismissal or otherwise, for any misconduct connected with the dispute. It is no doubt true that the purpose of even the amended section 33 of the Industrial Disputes Act, is to maintain the *status quo* during the pendency of the industrial dispute so that the dispute may be heard and decided in a peaceful and undisturbed atmosphere. But under section 33(1) (a) the *status quo* is with regard to the terms and conditions of service which were applicable to the complainant immediately before the commencement of the dispute. Here the retirement of the complainant is in accordance with the terms and conditions of service regarding retirement which were applicable to the complainant immediately before the commencement of the proceedings. It is not, as if the company had lowered the age of retirement below 55 years, to effect the retirement of the complainant, which would have been an act which would have attracted the provisions of section 33(1)(a).

12. The complainant has also relied upon the decision of the Hon'ble Supreme Court in the case of New India Motors (Private) Ltd., and Morris (K.T.) (1960 1 LLJ page 551). I fail to see how that decision can help the complainant because that decision deals with the construction to be placed on the expression "a workman concerned in the dispute", appearing in section 33 of the Act. It was there held that the expression did not cover only those workmen who were directly and substantially interested in the industrial dispute. Their Lordships observed:

> "Therefore, we are not prepared to hold that the expression "workmen concerned in such dispute" can be limited only to such of the workmen who are directly concerned with the dispute in question. In our opinion, that expression includes all workmen on whose behalf the dispute has been raised as well as those who would be bound by the award which may be made in the said dispute."

13. Here, it is not denied that the complainant is a workman concerned in the dispute. I, therefore, fail to see how this decision helps the complainant.

14. The complainant has next suggested that there has been a contravention of section 33(2), (a) and (b), but clearly section 33(2) (a) cannot apply as it relates to changes in conditions of service in connection with matters not connected with the industrial dispute. In this case the subject matter of the dispute, namely retirement age, is directly connected with the dispute. Nor can the provisions of sub-clause (b) of section 33(2) apply in this case as the termination of the complainant's services has not been by way of punishment for misconduct.

15. I have by my award, dated 25th August, 1960, dismissed a similar complaint filed by another employee of the Press Trust of India *viz.*, Shri N. R. Wagle (*see* Government of India Gazette Part II section 3(ii), dated 17th September, 1960 pages 2780-2781) and the reasons stated therein also apply to this complaint.

16. I am conscious that under my award in Reference No. 2(NTB) of 1959 I am raising the age of retirement to 58 years, but I am making it applicable prospectively from 1st January, 1961. As the complainant has been superannuated from service before my award comes into force he will not be entitled to the benefit of that award.

17. In the result I hold that there has been no contravention of section 33 by the Respondents and therefore this complaint is not maintainable. The complaint therefore fails and is dismissed.

18. I make no order as to costs.

Sd/- SALIM M. MERCHANT,
Presiding Officer,
National Industrial Tribunal, Bombay.

[No. 58/4/59-II-LRI-D.]

New Delhi, the 24th December 1960

S.O. 3078.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the National Industrial Tribunal, Bombay in the matter of applications under Section 33A of the said Act from two working journalists of the Press Trust of India Ltd., Bombay.

IN THE NATIONAL INDUSTRIAL TRIBUNAL OF INDIA AT BOMBAY

APPLICATION No. 17 OF 1960 IN REF. No. 2 (NTB) OF 1959

Shri S. Ramakrishnan, C/o The Federation of the Press Trust of India Employees' Unions,—*Applicant.*

vs.

The Press Trust of India Ltd., Bombay—*Opposite party.*

APPLICATION No. 18 OF 1960 IN REF. No. 2 (NTB) OF 1959

Shri B. Saldanha, C/o The Federation of the Press Trust of India Employees' Unions,—*Applicant.*

vs.

The Press Trust of India Ltd., Bombay—*Opposite party.*

In the matter of complaints under section 33A of the Industrial Disputes Act, 1947.

PRESENT:

Shri Salim M. Merchant,—Presiding Officer.

Bombay, dated 30th November 1960

APPEARANCES:

For the applicants:—Shri P. D. Kamerkar, Advocate with Shri R. Varadacharl, General Secretary, Federation of Press Trust of India Employees' Unions, Bombay.

For the opposite party:—Shri C. C. Shah, Attorney-at-law with Shri K. N. Ramanathan, General Manager, Press Trust of India Ltd.,

STATE: All India. (Head Office-Bombay) INDUSTRY: News agency.

AWARD

These are complaints by two working journalists of the Press Trust of India Ltd., Bombay, purporting to be under section 33A of the Act. Both the applications involve common questions of fact and law and they were, therefore, heard together, and are being disposed of under this common award.

2. In both these applications the complaint is that each of the complainants under the 1955 and 1958 staff agreements was entitled from 1st January, 1960 to the total monthly emoluments of Rs. 466·40 made up as follows:—

Basic pay	Rs. 340
Dearness Allowance	Rs. 100
Interim relief	Rs. 26·40
	Rs. 466·40

but that the company had under the Wage Rate Order paid to them a total emolument of Rs. 445·20 made up of Rs. 335 basic, Rs. 80 dearness allowance and carry

over of Rs. 30·20, making a total of Rs. 445·20. Their complaint therefore, is that there has been a prejudicial change in the terms and conditions of their service during the pendency of the industrial dispute in Reference No. 2(NTB) of 1959 in which they are working journalists concerned, inasmuch as they were each paid for the month of January, 1960, Rs. 445·20 instead of Rs. 466·40. It is, however, admitted that in implementation of the interim terms of settlement filed before this Tribunal by the P.T.I. and the Federation in applications Nos. 1 to 5 of 1960 in this reference, both these complainants have from 1st February, 1960 been paid monthly emoluments of Rs. 466·40, which they claim they are entitled to under the staff agreements of 1955 and 1958. Thus, both these complaints are directed only against the short fall in wages paid to them for the month of January, 1960. It was admitted at the hearing that no material prejudice had been caused to either of these complainants for the period prior to December, 1959.

3. The company in its written statements in reply in these two complaints has raised a preliminary objection that these complaints are not maintainable on two main grounds firstly that the alleged alteration took place before the commencement of the proceedings in Ref. No. 2(NTB) of 1959 and in the alternative if the complainants were wrongfully paid anything less than what they were entitled to as their wages for the month of January, 1960, which the company does not admit, there was no contravention of section 33(1) of the Industrial Disputes Act, as each of the applicants had his remedies under the law to enforce his rights.

4. It is necessary to state that on the publication of the Wage Rate Order on 29th May, 1959 the company in November, 1959, took steps to implement the same by fitting all its working journalists into the scales of pay prescribed by the Wage Rate Order, as per the method of fitment prescribed therein. As a first step towards, this, the company by its circular, dated 11th November, 1959, informed each of these applicants that he was placed in the group III for working journalists and later by its circular, dated 17th November, 1959, informed each of the applicants that in accordance with the Wage Rate Order, his total emoluments on 1st June, 1958 would be Rs. 395 made up of Rs. 315 basic and Rs. 80 as dearness allowance. As, however, under the interim relief granted by the company under the staff agreement of 1958 the applicants had become entitled to payments of interim relief of Rs. 23·40 the company from 1st September, 1958, paid to each of the applicants Rs. 413·40 made up of

Rs. 315·00—basic
Rs. 80·00—dearness allowance
Rs. 18·40—carry over amount

Rs. 413·40

5. It is admitted that under the agreements of 1955 and 1958 the total emoluments of each of the complainants would also have been Rs. 413·40 as on 1st June, 1958. It is further admitted that the total emoluments of Rs. 445·20 paid to each of them as on 1st January, 1959, would also have been their emoluments on that date, under the 1955 and 1958 agreements. It is further admitted that from 1st June, 1959 also each of these complainants was paid emoluments of Rs. 445·20 in implementation of the Wage Rate Order which would also have been their total emoluments under the 1955 and 1958 agreements. This result was achieved by paying to them a carry over of Rs. 30·20.

6. The point, however, is that by its circular of 17th November, 1959 each of these working journalists was informed by the management that according to the fitment in accordance with the Wage Rate Order, his total emoluments on 1st June, 1958 would be Rs. 395 as per particulars mentioned above. The applicants were thereafter paid the total emoluments which I have stated above till 31st December, 1959. The complainants' case is that when the fitment was made in November, 1959 both the applicants had received those amounts without prejudice, and receipts passed have been produced in support of Shri Kamerkar for the applicants has argued that under the provisions of section 11(2) of the Working Journalists (Fixation of Rates of Wages) Act, 1958, read with para-37 of the recommendations of the Wage Committee, the complainants were entitled at any time to claim the benefits of the better terms and conditions of service under the agreements of 1955 and 1958 than those to which they would be entitled under the Wage Rate Order. Shri Kamerkar has seriously argued that all working journalists could claim the better benefits under the Wage Rate Order or the staff agreements of 1955 and 1958, at any stage in the period of their service.

His argument was that even if at one stage the working journalist had accepted the better emoluments under the Wage Rate Order, he could at a later stage claim emoluments under the 1955 and 1958 agreements, if that became more favourable to him. In other words, he argued that under the provisions of paragraph 11(2) read with paragraph 37 of the Wage Committee recommendation each working journalist had the option to claim at any time during the course of his service the better emoluments which would be available to him either under the Wage Rate Order or the staff agreements of 1955 and 1958.

7. Shri Shah, the learned Solicitor for the P.T.I., has on the other hand argued that such an interpretation would give rise to an industrial dispute at every stage; that the option for the working journalists provided under section 11(2) and paragraph 37 of the Wage Committee's recommendations could not be allowed to oscillate from month to month; that at one fixed point of time the working journalists of the P.T.I. must decide whether he wants the benefit of the Wage Rate Order or of the agreements of 1955 and 1958 and after having exercised that option he would not be entitled to vary that in future. I think this contention of Shri Shah is correct. There would be no industrial peace if the working journalists of the P.T.I. were to claim the better benefits of either the 1955 and 1958 agreements or of the Wage Rate Order, at varying periods, as it suit them best, claiming at one stage the benefits of the Wage Rate Order and at a later stage the benefits of the 1955 and 1958 staff agreements. I do not think it was at all intended by the Legislature when it enacted the saving clause under section 11(2) of the Act of 1958, that the working journalists would be entitled to claim the more favourable benefits in respect of any matter under either the Wage Rate Order or under the terms of any award, agreement or contract of service at varying stages of their service, as suits them best. In my opinion, the expression, "shall continue to be entitled to" in the proviso to section 11(2), indicates that it was not intended that there should be an option to change over at every favourable stage.

8. I am of the opinion that the option for the more favourable benefits of either the staff agreements of 1955 and 1958 or the Wage Rate Order, can be exercised by each individual working journalist and it is not necessary that the option should be exercised by the working journalists as a whole, and on that basis both these complainants were entitled to be paid for the month of January, 1960, the higher emoluments of Rs. 466·40 due to them under the 1955 and 1958 staff agreements, as against Rs. 445·20 paid to them by the management in implementation of the Wage Rate Order. Shri Ramanathan in his evidence did not concede this right of individual option, but he neither denied it because he said that if an individual working journalist had asked for the benefits of the 1955 and 1958 agreements in preference to the benefits under the Wage Rate Order he would have referred the matter for legal opinion. But Shri Shah at the hearing conceded that the company's circular dated 10th November, 1960 (Ex. W.16) had not denied individual option, but he stated that it had neither conceded it. I am satisfied that under section 11(2) each working journalists is entitled to exercise the option individually and that it is not necessary that the option should be groupwise, as there is nothing to suggest from the language of the proviso to section 11(2) that in order to get the more favourable benefit in respect of any matter the working journalist should take a collective decision. It is noteworthy that the expression used throughout in the proviso to section 11(2) is in the singular.

9. But I am not all satisfied that in these two instant cases there had been a breach of section 33 of the Industrial Disputes Act, 1947, by the management, entitling the complainant to file a complaint under section 33A of the Act. Neither of the complainants had made any application to the management claiming the higher wages under the agreements of 1955 and 1958. Even if there has been a technical breach by the management of section 33, these complaints are not maintainable on the ground of belatedness. These two complaints were filed on 8th August, 1960 and 12th August, 1960 respectively, in respect of a breach alleged to have taken place in January, 1960 and in the meantime the complainants have been paid from 1st February, 1960, the wages they claim under the 1955 and 1958 staff agreements, in implementation of the interim order of this Tribunal, dated 23rd February, 1960.

10. In the result, both these complaints are dismissed and there will be no order as to costs.

Sd./- SALIM M. MERCHANT,
Presiding Officer,
National Industrial Tribunal.

[No. 58|4|59-II-LR-I-C.]
A. L. HANDA, Under Secy.

New Delhi, the 15th December 1960

S.O. 3079.—In exercise of the powers conferred by sub-section (2) of section 26 of the Minimum Wages Act, 1948 (11 of 1948), the Central Government hereby directs that the provisions of sections 13 and 14 of the said Act shall not apply to the employees working in the vessels, shore stations and survey parties under the Calcutta Port Commissioners in view of special regulations proposed in respect of these employees for regulating their service conditions, for a period of five years from the date of this notification.

2. The exemption granted in paragraph (1) above is subject to the following conditions:

(i) The Port Commissioners shall publish the regulations in a pamphlet form in the English language and in the language or languages understood by the majority of the employees;

(ii) Before making any amendment to the aforesaid regulations, the Port Commissioners shall inform the employees concerned by notice, to be put up on the board, of the proposed amendment and shall consider any objections or suggestions that may be made thereto within twentyone days of such notice; and

(iii) A copy of the pamphlet referred to in clause (i) and a copy of every amendment thereto shall be supplied to each employee concerned.

[No. LWI-I-8(5)/58.]

K. D. HAJELA, Under Secy.

New Delhi, the 15th December 1960

S.O. 3080.—In pursuance of clause 4 of the Cochin Dock Workers (Regulation of Employment) Scheme, 1959, the Central Government hereby appoints Shri W. H. D'Cruz, as a member of the Cochin Dock Labour Board *vice* Shri P. A. Abdul Majeed, resigned and directs that the following further amendment shall be made in the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 1717, dated the 28th July, 1959, namely:—

In the said notification, under the heading "*Members representing the employers of dock workers and shipping companies*", in item (1), for the entry "Shri P. A. Abdul Majeed", the entry "Shri W. H. D'Cruz" shall be substituted.

[No. Fac. 180(9)/60.]

New Delhi, the 18th December 1960

S.O. 3081.—In pursuance of clause 4 of the Cochin Dock Workers (Regulation of Employment) Scheme, 1959, the Central Government hereby appoints Shri P. R. Subramanian, Administrative Officer, Cochin (Harbour), as a member of the Cochin Dock Labour Board and also nominates him as the Chairman of the said Board *vice* Shri M. S. Venkataraman and directs that the following further amendment shall be made in the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 1717, dated the 28th July, 1959, namely:—

In the said notification, for the entry "Shri M. S. Venkataraman", in the two places where it occurs, the entry "Shri P. R. Subramanian" shall be substituted.

[No. 180(9)/59-Fac.]

P. D. GAIHA, Under Secy.

New Delhi, the 19th December 1960

S.O. 3082.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Kustore Colliery of Raneegunge Coal Association Ltd. P.O. Kusunda (Dhanbad) and their workmen.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD

REFERENCE No. 53 OF 1958

PARTIES:

Employers in relation to Kustore Colliery of Raneegunge Coal Association Ltd. P.O. Kusunda (Dhanbad).

AND

Their workmen.

Dhanbad, dated the 30th November 1960

PRESENT:

Shri G. Palit, M.A.B.L., Chairman, Central Government Industrial Tribunal, Dhanbad.

APPEARANCES:

Shri Sakti Kumar Mukherjee, Advocate, with Shri P. B. D. Choudhury, Hon. Secretary, Colliery Staff Association—*for the workmen.*

Shri S. N. Bhattacharyya, Counsel, with Shri S. S. Mukherjea, Advocate—*for the employers.*

STATE: Bihar. INDUSTRY: Coal

AWARD

The Government of India, Ministry of Labour and Employment, by its Order No. LR.II/2(107)/58, dated the 30th September 1958 made in exercise of the powers conferred by clause (d) of Sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (XIV of 1947), referred the aforesaid dispute to the Central Government Industrial Tribunal at Dhanbad presided over by me for adjudication concerning the matters as per schedule below:—

"Whether having regard to the nature of duties performed by him S. C Bhattacharjee should be designated as a loading clerk under the award of the All India Industrial Tribunal (Colliery Disputes) and if so, with effect from which date?"

2. Turning to the facts of the case I find that it passed through some vicissitudes before it reached the present stage. After usual notices and statements of the parties the case was taken up for hearing on 22nd December 1958 by my predecessor in office. The order was passed on the preliminary point of jurisdiction and other incidental objections. Against that Order the employer approached the High Court, Patna, and the case was stayed. The Stay Order that was passed by the High Court was eventually vacated on 12th October 1960 and the case has been revived, and brought on the file. The case was ultimately heard by me on 24th November 1960. The hearing continued on 25th November 1960 and 26th November 1960, when it was concluded. The award was reserved.

3. I proceed to dispose of the legal objection raised before I go into the question of merits.

4. The first legal objection is that as the workman in question was admittedly dismissed prior to the date of the order of reference, there was no industrial dispute to be referred for adjudication. The very definition of 'industrial dispute' as per Section 2(k) of the Industrial Disputes Act, 1947 requires that the dispute must be between employers and workman. The industrial dispute postulates the subsistence of the employer-employee relationship. This contention would have been tenable if there was no extended definition of workman as per Section 2(s) of the Act. But even this definition prior to 1956 amendment included workmen discharged in course of the dispute. If the dispute arose consequent upon dismissal or retrenchment, it was difficult to call it an industrial dispute, because there was no pre-existing dispute. That is why this definition was further enlarged by the amendment Act of 1956. Here if the dispute led to the dismissal or arose in connection with it or if the dismissal or retrenchment led to the dispute, the discharged workman would in either case continue to be a workman for the purpose of a proceeding under this Act. So the result is where there was a pre-existing dispute prior to the dismissal or where the dismissal has itself led to a dispute, the discharged workman will attract the definition of workman

as per Section 2(s) of the Act. In this case so far as facts are concerned it is the union's contention that Sri S. C. Bhattacharjee raised this dispute of up-grading to the post of a Loading Clerk and that has resulted in his eventual dismissal. The management on the other hand, contends that Sri S. C. Bhattacharjee was transferred. As he did not comply with the order, he was dismissed after due enquiry and charge sheet. So according to both sides the dispute before me is connected with the dismissal of Sri S. C. Bhattacharjee. It is enough for the definition if the discharge or dismissal is in connection with the dispute in question. That has been established. So Sri S. C. Bhattacharjee is a workman as per Section 2(s) of the Act. He claims up-grading which is a term or condition of employment. The dispute in question is thus an industrial dispute. So there is a valid reference and this Tribunal is competent to adjudicate upon it. The learned advocate of the management has drawn my attention to the definition of 'workman' in the Trade Disputes, Act. But that is neither here nor there. The Industrial Disputes Act has made express provision as per Section 2(s). So there is no question of making any surmise with reference to another Act. Besides, the Trade Disputes Act though *pari materia* with the Industrial Disputes Act 1947 is not identical with it. For instance, the recognition of union is within the scope of the Trade Disputes Act but it is outside the provisions of the Industrial Disputes Act, 1947. So the reference to the Trade Disputes Act in this connection is not according to me very pertinent.

The second legal objection is that the Staff Association has espoused the cause of Sri S. C. Bhattacharjee but still it is an individual dispute. That Association being the Association of the Clerical Staff has no community of interest with Sri S. C. Bhattacharjee who is a shale picker and as such only manual worker. But this contention was rightly ruled out by my predecessor in office who decided it previously. This amounts to the begging of the question or if I might call it, the logical fallacy of *petitio principii*, because the dispute centres round his being a loading clerk. Besides the jurisdiction is determined not what is ultimately found at the end of adjudication. It is determined according to the allegation made by the workman very much like the averment in a plaint in civil law. Here the workman claims to be a loading clerk. So the Staff Association may very well be supposed to have community of interest with him and may espouse his case. So this legal objection on the score of the dispute being only an individual dispute also is ruled out.

The third legal objection set up by the management is that the dispute in question has no practical substance. At best it has an academic interest after the workman admittedly lost his job consequent upon the order of dismissal. Is this case also I am unable to accept the management's contention because it is yet to be said whether the dismissal has been regular and legal. Besides, the workman claims certain monetary benefit. As a shale picker he was drawing wages in the neighbourhood of Rs. 69/- and odd per month while as I find in evidence, as a Loading Clerk he would be drawing about Rs. 106/- or so per month. This marginal benefit itself per month with effect from the date of the Coal Award which the workman has claimed in this case will work out to a pretty big sum. Thus it is not a claim or a dispute without substance or importance. So this objection cannot also be sustained.

The union has raised a legal objection, namely, that Sri S. C. Bhattacharjee was dismissed when the Conciliation proceeding was in progress. But my learned predecessor has found that it was not so. I also find that the date of his dismissal is 7th August 1958. The Government received the report of the Conciliation Officer on 3rd July 1958. So his dismissal is posterior to the termination of the conciliation proceeding. So it is idle to contend that he was dismissed during the course of the conciliation proceeding. This objection accordingly falls through.

4. Turning to the merits of the case, I find that Sri S. C. Bhattacharjee was admittedly designated as a shale picker. He drew his wages by giving his finger impression on the wage sheets where he was definitely designated as shale picker. It is not his case at any time that the company gave him the status of the Loading Clerk in any papers of the management. In his written statement as also in his evidence before me Sri S. C. Bhattacharjee claims that he was given a certificate by Shri Moitra the Manager of the Kustore Colliery testifying to the fact that he had a fair knowledge of the loading clerk's duties. This is Exhibit-5. But the management denies that Shri Moitra was the Manager of Kustore colliery before he left for abroad *i.e.* when he granted the certificate. In evidence I find that Exhibit-5 does not bear any date. Sri S. C. Bhattarcharjee could not say and evidently bungled when he was heckled in cross-examination

that the designation of Manager of the Kustore colliery is not in the same hand as the body of the certificate and that he could not identify it. Really the whole document seems to bear manifest signs that the Manager lent his signature to it apparently in a hurry forgetting even to give the date and his designation. It is admitted that the certificate was already written and placed before him for signature. But even if I assume that Exhibit 5 is *bona fide*. I do not find that Shri Moitra did testify to Sri S. C. Bhattacharjee having had fair knowledge in the performance of the duties of a loading clerk. What he says is that he had a fair knowledge in loading work which may mean the duties of a shale picker also, not necessarily of a loading clerk. So it does not clearly prove, far less amount to an admission of the management of the status of Sri S. C. Bhattacharjee being a Loading Clerk.

5. Next, even if I look to the deposition of Sri S. C. Bhattacharjee I am satisfied that he was never a loading clerk in this management. He admits that Niroj Paul was originally a shale picker but he was promoted as a Loading Clerk. When he acted as the shale picker he was designated as such. Sri S. C. Bhattacharjee claims to have been a shale picker for a longer period. If Niroj Paul could be promoted as a Loading Clerk why was not he? Niroj Paul according to this witness became the loading clerk five or six years back. At that time Shri S. C. Bhattacharjee had no grievance against the management. He says that he had been writing letters to the management for 7 or 8 years claiming to be promoted as a Loading Clerk. The management, of course, denies having received any such letter. Now if Sri S. C. Bhattacharjee was persistent in his demand to be up-graded and when Niroj Paul over his head though junior in service was promoted as a loading clerk would not Sri S. C. Bhattacharjee make a grievance on this score? Would he carry on the duties quietly? This up-grading means much as I have shown in the amount of earning. Next with reference to his duties actually performed by Sri S. C. Bhattacharjee he had at page 4 of his deposition admitted that he never wrote out D. C. sheets and the railway forwarding note, nor the railway wagon labels. Niroj Paul and Surist Narayan Singh wrote out those labels and D. C. Sheets. He did not write out the daily reports. This went to the manager through the Supervisor. Surist Singh and Niroj Paul used to write this. So it is clear that Surist Narayan Singh and Niroj Paul who were the loading clerks did the duties of Loading Clerks as such. These were not allowed to be done by Sri S. C. Bhattacharjee. Thus on his own admission he fails to make out his claim for a loading clerk during all those years. But it appears in evidence that he did some duties which were outside the sphere of duties of a shale picker, namely he got up the attendance book of the wagon loaders, took supply sheets from the pilot guard and saw that the empty wagons were pushed to the proper place of loading. The management says that he was allowed to do these duties by Shri S. N. Singh—the supervisor—and who was the President of the Union to which Sri S. C. Bhattacharjee subscribed. He has filed Exhibit-6 series in which entries were made about the coming and going of mine cars etc. But these Exhibit-6 series were private books which could not be connected with the management. They were not printed nor do they bear any signs that they were issued to him by the management. He admits that he gave the names of coolies and loaded wagons which another wrote down in the register. So it appears that he used to help the regular employees with such informations. I get in evidence further that the raisings in the mines had fluctuations in different years, sometimes it went up and at other times it went down. That accounted for the reduction in shift working. The North pit of the colliery was stopped. The coal was diverted underground and was raised through the South pit. So the mine cars which transported this coal from North to South Pit went out of requisition. That may have accounted for the loading clerk's working being managed by two men after Sibhu Sirkar's death. But even if the work was there, that cannot by itself lend countenance to the claim of Sri S. C. Bhattacharjee. There must be positive evidence to show that he did perform all the duties of a Loading Clerk or that he was given the status of a loading clerk. If he was given a status of a loading clerk but not given the proper wages, I might understand his grievance. But to thrust himself as a loading clerk upon the management when the latter never wanted his service as such and never conceded his appointment to this post, it can hardly be justified.

6. It is next, contended by Sri S. C. Bhattacharjee that in his vacancy one Basudeo Singh was taken. But in evidence this has not been proved. Next, he shifted his ground and said that the existing loading clerks have been given overtime wages. But at page 7 of his deposition he admits that no overtime was given to any man who has been working in his vacancy. From the evidence I get that the shale pickers in Kustore colliery were retrenched as a whole.

Sri Bhattacharjee was transferred and to keep his service anyhow in the Kustore colliery he appears to have raised this dispute. He further says that the Manager asked him to dissociate his brother Shri Ajit Bhattacharjee from joining the other union but as did not agree, the management is up against him. But the management admittedly took no steps against his brother. So this plea seems to be of no substance.

7. Having regard to all these facts and circumstances, I find that Sri S. C. Bhattacharjee was not entitled to be designated as the Loading Clerk under the Coal Award. The question of date from which he should be so designated accordingly, does not arise. So the reference is found against the workman in the present case. I make no order for costs. This is my award.

Dhanbad,

The 30th November, 1960.

(Sd.) G. PALIT.

Chairman, Central Government Industrial Tribunal.

[No. 2/107/58-LRII.]

ORDERS

New Delhi, the 14th December 1960

S.O. 3083.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the South Kenda Colliery and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the management of South Kenda Colliery Post Office Topsi, Burdwan District, was justified in terminating the services of Shri Ram Prasad Ram, motor driver *cum* mechanic, with effect from the 1st September 1959, and if not, to what relief is he entitled?

[No. 2/260/60-LRII.]

S.O. 3084.—Whereas the Central Government is of opinion that an industrial dispte exists between the Singareni Collerles Company Limited and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay, constituted under section 7A of the said Act.

SCHEDULE

Whether, in view of the duties, performed by the fillers, consisting of filling and pushing of tubs empty and/or loaded, the demand of the workmen for allowance for pushing tubs both ways (loaded and empty) is justified, and if so, what would be the separate rates of allowance for pushing empty tubs and loaded tubs?

[No. 1/5/60-LRII.]

S.O. 3085.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Murlidih Colliery and their workmen in respect of the matters specified in the Schedule hereto annexed:

And whereas the Central Government considers it desirable to refer the paid dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the dismissal of Shri Moti Mahato, surface trammer of Murlidih Colliery, by the management is justified.

If not, to what relief is he entitled?

[No. 2/230/60-LRII.]

S.O. 3086.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Loyabad Colliery Workshop and their workmen in respect of the matter specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Having regard to the nature of duties performed by S/Shri Halim Khan and T. N. Chatterjee, electricians of Loyabad Colliery Workshop, in which category they should be placed with effect from the 1st May, 1959, under the Award of the All India Industrial Tribunal (Colliery Disputes) as modified by the decision of the Labour Appellate Tribunal.

[No. 2/208/60-LRII.]

New Delhi, the 15th December 1960

S.O. 3087.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Rajasthan Minerals and Co. Bhilwara and their workmen in respect of the matter specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay, constituted under section 7A of the said Act.

SCHEDULE

Whether the demand of the workmen of Rajasthan Minerals and Company, Bhilwara for grant of ten days casual leave and ten days sick leave in a year is justified or not.

[No. 23/28/60-LRII.]

New Delhi, the 17th December 1960

S.O. 3088.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Manaitand Colliery and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the management is justified in withdrawing since middle of 1958 from the Chaprasis converted into monthly rated staff, the customary privilege of receiving compensation of ½ extra hazree for missing the bazar on Sundays whenever they are called upon to work on Sundays. If not, to what relief are these workmen entitled?

[No. 1/57/60-LRII.]

New Delhi, the 19th December 1960

S.O. 3089.—Whereas the employers in relation to the Johilla Coalfields Private Limited, Birsinghpur Colliery and their workmen represented by the Johilla Colliery Mazdoor Sangh, Birsinghpur Pali have jointly applied to the Central Government for reference to a Tribunal of an industrial dispute in respect of the matters set forth in the said application and reproduced in the Schedule hereto annexed;

And whereas the Central Government is satisfied that the said Johilla Colliery Mazdoor Sangh represents a majority of the workmen;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay constituted under section 7A of the said Act.

THE SCHEDULE

FORM 'A'

(See Rule 3)

Form of application for the reference of an Industrial Dispute to a Tribunal under Section 10(2) of the Industrial Disputes Act, 1947.

Whereas an Industrial Dispute exists between the management of M/s. Johilla Coalfields Private Limited, Birsinghpur Colliery and their workmen as represented by Johilla Colliery Mazdoor Sangh, and it is expedient that the dispute specified in the enclosed statement should be referred for adjudication by a Tribunal, an application is hereby made under section 10(2) of the Industrial Disputes Act 1947, that the said dispute should be referred to a Tribunal.

A statement giving the particulars required under rule 3 of the Industrial Disputes (Central) Rules 1957 is attached.

Dated the 14th day of November 1960.

Signature Sd./- K. C. JAIN,
General Manager,
Johilla Coalfields Pr. Ltd.,
Birsinghpur Colliery.

Signature Sd./- S R. PALIWAL, President,
Johilla Colliery Mazdoor
Birsinghpur Pali,
Regd No. 19
Sd./- K. B. CHOUGLE,
General Secretary,
Johilla Colliery Mazdoor Sangh, Birsinghpur Pali.

To: The Secretary, Government of India,
Ministry of Labour and Employment,
New Delhi.

Encls:—Statement

Statement required under rule 3 of the Industrial Disputes (Central) Rules, 1957, to accompany the form of application prescribed under sub-section 2 of Section 10 of the Industrial Disputes Act, 1947:—

(a) M/s. Johilla Coalfields Pr. Ltd., Birsinghpur Colliery P.O. Birsinghpur Pali, Distt. Shahdol, Madhya Pradesh and their workmen, as represented by Johilla Colliery Mazdoor Sangh, P.O. Birsinghpur Pali, Distt. Shahdol M.P.

(b) "Whether the management of M/s. Johilla Coalfields Pr. Ltd. (Birsinghpur Colliery) were justified in dismissing the following workmen:—

(1) Shri Balraj.
(2) Sri Chhotey.
(3) Sri Sitaram.
(4) Shri Banmali.
(5) Sri Tek Ram.
(6) Sri Sukhlal.
(7) Sri Bisnath.

If not, to what relief the workmen are entitled?"

(c) Total No. of employees employed in the undertaking affected .... 1,292.

(d) Estimated number of workmen affected or likely to be affected by the dispute. .....SEVEN.

(e) When mutual negotiations failed the matter was placed before the Conciliation Officer (C) Jabalpur on 29th August, 1960, for conciliation and this application under section 10(2) of the Industrial Disputes Act, 1947, is as a result of a conciliation settlement, dated 30th October 1960. The relevant part of the settlement is reproduced below:—

"It was agreed that the parties shall file a joint application in form 'A' of the schedule appended to the Industrial Disputes (Central) Rules prescribed under rule 3 of the said rules under section 10(2) of the Industrial Disputes Act for a reference of the dispute to Industrial Tribunal."

Sd./- K. C. JAIN,	Sd./- S. R. PALIWAL,	Sd./- K. B. CHOUGLE,
General Manager,	President,	Gen. Secy.
Johilla Coalfields Pr. Ltd.,	Johilla Colliery	Johilla Colliery
Birsinghpur Colliery.	Mazdoor Sangh	Mazdoor Sangh
	Regd. No. 19.	Regd. No. 19.

[No. 2/301/60-LRII.]

S. N. TULSIANI, Under Secy.

New Delhi, the 20th December 1960

S.O. 3090.—In pursuance of rule 3(3) of the Mica Mines Labour Welfare Fund Rules, 1948, the Central Government hereby appoints with effect from the forenoon of the 29th November, 1960, Shri Surya Swaroop Mathur, Labour Commissioner, Rajasthan, in place of Shri Chandradhar Issar, as member and Chairman of the Mica Mines Labour Welfare Fund Advisory Committee for Rajasthan constituted in the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 712, dated the 24th April, 1958, published at page 475 of the Gazette of India, Part II, Section 3, sub-section (ii), dated the 3rd May, 1958.

2. This notification shall be deemed to have come into force on the 29th November, 1960, forenoon.

[No. M-III 23(11)/60.]

A. P. VEERA RAGHAVAN, Under Secy.

ERRATUM

In Ministry of Labour and Employment Notification No. 1/79/59-LRII, dated 1st December, 1960, published in the Gazette of India, Part II-Section 3(ii), dated 10th December, 1960, as S.O. 2986 on pages 3484—3486, the following correction is to be made:—

For "Bhatdeo Colliery"

Read "Bhatdee Colliery" wherever the word occurs.

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